



It's real.

PURCHASING POLICY

**CITY OF SEGUIN
205 N. RIVER
SEGUIN, TEXAS 78155**

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I. INTRODUCTION

Purchasing is the process of acquiring goods and services necessary for a government entity to provide the public with certain services. The City of Seguin has authorized the Purchasing Department to act as the centralized office for the acquisition of goods and services, as well as the management and disposal of City equipment, materials, and supplies.

It is the policy of the City of Seguin that all purchasing shall be conducted strictly on the basis of economic and business merit to best promote the interest of the citizens of Seguin. The City encourages free and unrestricted competition on all bid requests and purchases, ensuring the taxpayers the best possible return on each dollar. All contracts and purchases shall be handled so as to obtain the best value for the City, with bids, proposals or quotations solicited whenever practical in accordance with all applicable Federal, State and Municipal requirements.

This Purchasing Policy applies to all acquisitions funded by the City of Seguin, bond funds, and any other funds unless specifically exempted by applicable law. The exceptions are limited to certain professional services, real property transactions, and leases which because of their nature are not conducive to normal procurement routines. These acquisitions shall be made under the direction of the City Manager or his/her designee.

Any employee failing to comply with Purchasing Policies may be required to pay for the items or services out-of-pocket, and/or be subject to disciplinary action, including termination and appropriate legal prosecution.

II. PURCHASING CODE OF ETHICS

Public employment is a public trust. Public employees 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 City of Seguin's procurement processes. It is essential, therefore, that compliance with the City of Seguin Purchasing Policy be supported by all employees of the City and that those doing business with the City of Seguin also observe the ethical standards prescribed herein.

General Ethical Standards –

1. **Personal Gain.** It is a breach of ethics to attempt to realize personal gain through public employment by any conduct inconsistent with the proper discharge of the employee's duties.
2. **Influence.** It is a breach of ethics to attempt to influence any public employee to breach the standards of ethical conduct.
3. **Conflicts of Interest.** It is a breach of ethics for any employee of the City of Seguin to participate directly or indirectly in procurement when the employee knows that:
 - a. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
 - b. 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
 - c. Any other person, business or organization with which 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.

Affiliates (e.g., business concerns, organizations or individuals) and employees of the City of Seguin are prohibited from submitting offers for or participating in any contract for City of Seguin purchases from which they would financially benefit, directly or indirectly. No affiliate or employee of the City of Seguin shall seek to influence in any manner the award of a contract, purchase of a product or service from any vendor. Affiliates and employees must immediately disclose to the City of Seguin any silent partnership, proprietorship, employment, other involvement or relationship in a prospective contract or procurement.

4. **Gratuities.** It is a breach of ethics to offer, give or agree to give any employee or former employee of the City of Seguin, or for any employee or former employee of the City of Seguin to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision regarding a procurement or influencing the content of any specification or procurement standard.

Acceptance of gifts by employees from sources or potential sources at any time is strictly prohibited, except for inexpensive advertising items of nominal value. Employees must not accept any gifts that create an obligation to any source and shall not conclude any transaction from which they benefit, directly or indirectly. Employees of the City of Seguin are not to participate in any type of extravagant entertainment with a supplier, customer, consultant, or contractor. These restrictions do not include entertainment such as business meals, which are customary and proper under the circumstances, as long as they are consistent with good business ethics and do not place the recipient under an obligation of any kind.

Vendors must be advised from time to time that employees may not solicit or accept gratuities such as any type of compensation, contribution, emolument, offer of employment, loan, reward, rebate, gift, money, lodging, service, or “other thing of value”, except as specifically outlined in this section.

If a trip to a source’s plant or distribution center becomes necessary for technical or other reasons, the trip must be made at the City of Seguin’s expense, unless provided for contractually by the vendor and/or approved by the City Manager.

Noncompliance with this policy from a vendor, consultant, or contractor may be justification for termination of the business relationship.

5. **Kickbacks.** It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to prime contractor or higher tier sub-contractor for any contract for the City of Seguin, or any person associated therewith, as an inducement for the award of a subcontract or order.
6. **Confidential Information.** It is a breach of ethics for any employee or former employee of the City of Seguin knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

III. PURCHASING DEPARTMENT GOALS

1. To purchase quality goods and services at the best possible price in accordance with all applicable laws;
2. To arrange delivery of goods and services when and where needed and to assure a continuing supply of needed goods and services;
3. To guard against misappropriation of any assets procured;
4. To ensure that public funds are safeguarded by making every effort to obtain the best value for public dollars expended;
5. To assure that public spending is not used to enrich elected officials or government employees or to provide favors to preferred constituents; and
6. To assure that all responsible bidders including Historically Underutilized Businesses (HUBs) are allowed a fair opportunity to compete for the City's business and have an equal opportunity in the contract awards process.

IV. PURCHASING DEPARTMENT RESPONSIBILITIES

The Purchasing Department is charged with oversight of the solicitation and acquisition process including, but not limited to advertising, vendor selection, specification development, issuance and receipt of offers, execution of contracts, disposal of surplus, and negotiating with sources on matters relating to the purchase.

The Purchasing Department has the duty and full authority to question the use, quality, quantity and kind of item requisitioned and will participate with user departments in establishing clear, concise, nonrestrictive specifications and instructions to be utilized in procurement.

V. PURCHASING AUTHORIZATION LEVELS

Purchase Amount:	Authorized By:
\$0 to \$2,999.99	Requisitioner and Supervisor
\$3,000 to \$9,999.99	Requisitioner, Supervisor and Director
\$10,000 to \$99,999.99	Above plus City Manager
\$100,000 or more	Above plus City Manager following City Council approval

Purchase orders cannot be processed without appropriate approvals for requisitions that contain accurate descriptions of goods or services to be purchased.

All expenditures are subject to City Council budgetary approval. Unbudgeted purchases must be approved in advance by the City Council. Requisitions pre-encumber budgeted funds.

VI. TYPES OF PURCHASES

Purchasing staff is available for assistance with any aspect of the quoting/bidding process regardless of the dollar amount of the purchase.

1. Purchases Under \$5,000

Bids are encouraged, but not required, for purchases under \$5,000 unless there is a HUB. In compliance with the Texas Government Code, at least two (2) quotes must be requested from Historically Underutilized Businesses (HUBs) in Guadalupe County, if available for purchases between \$3,000 to \$100,000. If HUBs cannot be identified within the county, the city is exempt from this requirement. Reach out to the Purchasing Department for assistance in locating a HUB. Vendors shall be provided a minimum of seven (7) business days to complete and submit their quotes.

Each requisition must include at least one quote. This helps ensure transparency, supports informed purchasing decisions, and provides a basis for cost comparison. **Every City employee should safeguard City funds to ensure that taxpayers receive the best possible return on each dollar.**

With the authorization of the appropriate Supervisor, authorized personnel may make purchases under \$5,000 by three different methods:

- a) by use of a procurement card in compliance with the City's procurement card policy; or
- b) by entering a requisition into the City's purchasing system enabling the Purchasing Department to issue a Purchase Order; or
- c) by making a purchase **up to \$499.99** from a merchant with whom the City has an account. (Purchases of \$500 or more **must** be purchased by procurement card or Purchase Order.)

2. Purchases \$5,000 up to \$100,000

Purchases for goods or services in an amount of \$5,000 or more, but less than \$100,000, require the solicitation of informal written quotes or bids from at least three (3) potential vendors. In compliance with the Texas Government Code, at least two (2) quotes must be requested from Historically Underutilized Businesses (HUBs) in Guadalupe County, if available for purchases between \$3,000 to \$100,000. If HUBs cannot be identified within the county, the city is exempt from this requirement. Reach out to the Purchasing Department for assistance in locating a HUB.

Departments may obtain quotes/bids for products and services they wish to obtain under \$100,000. The Department must assure that all vendors contacted are provided the same specifications and information so that all vendors have an equal opportunity to provide an accurate quote. Quotes obtained by a Department will need to be submitted to Purchasing along with a complete and approved requisition in order that a Purchase Order may be issued. Vendors shall be provided a minimum of seven (7) business days to complete and submit their quotes.

If a Department desires assistance in obtaining quotes/bids, a requisition should be entered with a realistic estimated cost or the budgeted amount and a full description of the desired product or service. Purchasing staff will require the Department's input and cooperation in order to specify, source, and ultimately obtain the appropriate and correct product or service for the Department in a timely fashion.

3. Purchases \$100,000 or more

Purchases for goods or services in an amount of \$100,000 or more require a formal sealed bid solicitation process. The Purchasing Department will coordinate the preparation of specifications, advertising, solicitation and receipt of bids in compliance with State of Texas statutes.

Component orders or contracts, each less than \$100,000, but which in the aggregate exceed that amount, and which reasonably should be included in one order or contract shall not be used to avoid the formal bidding process.

Departments should complete a Formal Bid request form and provide to the Purchasing Department. Purchasing staff will require the Department's input and cooperation in order to specify, source, and ultimately obtain the appropriate and correct product or service for the Department.

Formal bidding processes take a MINIMUM of six (6) weeks and sometimes much longer from specification development through Council approval. Departments should plan accordingly. Additional time should be allowed for manufacturer's lead time.

If the required equipment or service is available on a cooperative purchasing contract, a user department may obtain their own quotes for purchases over \$100,000 from the contracted vendor(s). **Such quotes are subject to Purchasing staff review prior to seeking Council approval of a purchase of this nature.**

Purchases of goods or services of more than \$100,000 must be approved by City Council. Any of these purchases which will be presented to City Council must be reviewed by the Purchasing Department prior to being presented to City Council.

4. Credit Card / Procurement Card Purchases

The City's Procurement Card (P-Card) program is a tool used to expedite the purchase process for many of the daily requirements of conducting City business. It enables purchases for non-restricted commodities by telephone, internet, or in person directly from vendors. Credit Card purchases should be made in compliance with the City Procurement Card Purchasing Policy, located in Appendix B.

Special attention should be made to the fact that credit card limits for certain employees may exceed the \$5,000 bidding requirements established by State law and the City's Purchasing Policy. Caution is advised as credit card purchases should not be used to circumvent bidding requirements.

5. Professional Services

Personal and professional services may be exempted from the competitive bidding process found in the Texas Local Government Code and may be procured through the use of Request for Qualifications (RFQ) documents. A government entity may not select providers of professional services based on competitive bids, but rather, must make the selection and award based on demonstrated competence and qualifications for performing the services, or receive an exemption via approval of City Council. Under the Texas Government Code, **Professional services are defined as those in the field of Accounting, Architecture, Landscape Architecture, Land Surveying, Medicine, Optometry, Engineering, Real Estate Appraisal, and Nursing.** Other personal and professional services may be exempt as well. The Purchasing Department will coordinate the RFQ process for obtaining personal and professional services. Personal and professional services are obtained under the direction of the City Manager or his/her designee.

The City maintains a pre-qualified list of professional service providers, which should generally be used when selecting a qualified firm. For larger projects, the City may continue to use this list; however, a Task Order must be issued in accordance with the terms outlined in the prequalification bid documents.

6. Emergency Purchases

Valid emergencies are those that occur as a result of:

- a. A public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality; or
- b. The unforeseen damage to or breakdown of equipment which **must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations;** or
- c. Any procurement necessary to preserve or protect the public health or safety of the municipality's residents.

Emergency purchases in any amount are exempt from competitive bidding. **The Purchasing Manager must be notified of the emergency situation and the procurement process being used to address the issue.**

Emergency purchases costing \$100,000 or more require City Manager approval. If time permits, the City Manager will seek and obtain approval of the City Council for procurements in excess of budgeted amounts.

7. Sole Source Purchases

Sole source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Other items treated as sole source goods are films, manuscripts, or books and library materials with exclusive distribution rights as well as captive replacement parts or components for equipment.

When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the Purchasing Department in advance of the purchase for review and approval.

8. Cooperative Purchasing

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, state contracts, piggy-backing, and/or joint purchases.

The City of Seguin may enter into cooperative buying agreements with other local government agencies in accordance with the State of Texas Inter-local Cooperation Act of 1971, as approved by the City Manager of the City of Seguin.

The City's Purchasing Department will take advantage of available cooperative purchasing opportunities in the procurement of goods and services required by the City when doing so is deemed most advantageous to the City.

9. Automated Information Systems

All requests for computer equipment, software, telecommunications and related services or accessories should be submitted to the Information Technology (IT) Department for review and technical evaluation prior to entering a requisition. IT will review each request for compatibility with other hardware and software and will investigate alternatives.

Recommendations will be based on, but not limited to, additional costs incurred because of the purchase; compatibility considerations; Cost effectiveness of the request; alternatives that would effectively meet the users' needs; and cybersecurity ramifications in protecting city owned data and technology assets.

Use of the procurement card to circumvent this review is strictly prohibited.

Departments shall engage the IT Department at the onset of any project to acquire computer hardware or to purchase or develop computer software to be used in conjunction with the City's network enterprise. The costs of acquisitions, development and operation of computer hardware and applications must be authorized by the respective department head in conjunction with the City Manager and the Director of IT. The requesting department must act within their delegated approval limits in accordance with the City's authorization policy.

For all software contained within or transmitting through the City's private network and/or City IT resources the IT Department will require adequate access controls to monitor systems, security or to protect data and programs from misuse in accordance with the needs defined by departments, the equipment or under the software license. IT will authorize and manage all partner remote access needs for applications and systems operating within the city's private network.

All technology systems contracts, leases, licenses, consulting arrangements or other agreements must be authorized by the City Manager and the Director of IT in conjunction

with the City's Legal Counsel. The purpose of which being to advise vendors of the City's retained proprietary and rights with respect to its information systems, programs, and data requirements for computer systems security to include data maintenance and retrieval.

10. Vehicle Related Purchases

The term "vehicle" will encompass all rolling stock acquired by the City. This will include all on and off-road equipment such as passenger vehicles, motorcycles, truck stock, road construction equipment of all sorts, forklifts, tractors, trailers, riding mowers, etc.

Specifications for the purchase of new vehicles shall be developed with the combined input of the requisitioning Department, the Fleet Supervisor, and the Purchasing Manager or his/her designee.

Acceptance and delivery of new vehicles will take place under the direction of the Fleet Supervisor who will have responsibility to ensure the vehicles are properly prepared both mechanically and with proper documentation and licensing through the appropriate channels.

11. Verbal Orders

Verbal Orders are not allowed prior to the issuance of a purchase order or without the use of a procurement card.

12. Purchase Order Exemptions

Certain recurring monthly expenses, as outlined in Appendix A do not require a purchase order. Invoices for these expenses should be submitted directly to the Finance Department, with appropriate account coding and signature of supervisor or Director.

13. Check Requests

Request for payment of certain expenditures that do not require a purchase order and do not have an original invoice must be made on a Check Request Form submitted directly to the Finance Department. The documentation must accompany the Check Request Form. An example of the Check Request Form is in Appendix A.

VII. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

1. For purchases of any real property, tangible goods, or non-professional services less than \$500,000, or construction services less than \$100,000, City staff may approve, within established City purchasing guidelines and limitations, 1) the lowest qualified quote or 2) a quote received from a business located within the City limits if the quote is within 5% of the lowest qualified quote received from a business located outside the City limits, provided that said quote meets all qualifications and specifications and provides the best combination of price and additional economic development opportunities for the City.
2. For purchases of any real property or tangible goods in the amount of \$500,000 or more, City staff may approve, within established City purchasing guidelines and limitations, 1) the lowest qualified quote or 2) a quote received from a business located within the City limits if the quote is within 3% of the lowest qualified quote received from a business

located outside the City limits, provided that said quote meets all qualifications and specifications and provides the best combination of price and additional economic development opportunities for the City.

3. The following purchases are excluded from the City's local vendor preference policy:
 - a. Professional services governed by the Professional Services procurement Act
 - b. Non-professional service contracts over \$500,000
 - c. Construction services over \$100,000
 - d. Purchases involving, in whole or in part, federal or state funding
 - e. Purchases of telecommunication and information services

VIII. INSURANCE REQUIREMENTS

The City may require certain insurance coverage to be provided by contractors, vendors and consultants. In general, if a service is being provided on City property, proof of insurance is required. Specific insurance requirements are incorporated into bid documents and specifications for each bid or proposal. Insurance requirements are reviewed periodically to determine the appropriateness of coverage and values. When required, the insurance requirements set forth in Appendix C are considered minimal. When user departments obtain their own quotes for work to be conducted on City property, the City's insurance requirements should be conveyed to the potential vendor(s). **A correct insurance certificate will be required from the vendor prior to a Purchase Order being issued. A procurement card may not be used to circumvent this requirement.**

IX. PURCHASING DOCUMENTS

1. Requisition

A Requisition is a formal request for a purchase to be made. The Requisition originates in the user department. It is used to inform the Purchasing Department of a need and to identify the material or service requested. Additionally, it provides a record of the request and an approval process to encumber funds.

2. Purchase Order

The purchase order is the end result of a requisition. The purchase order is the vendor's authorization to ship material or perform as specified. It is a legal, binding contract and must be considered as such. The Purchasing Department will issue purchase orders after the receipt of an accurately completed and fully authorized requisition for items that have been appropriately bid. After the purchase order has been issued, the user department may call the vendor to place the order and provide the vendor with the purchase order number.

3. Change Order -

To a Purchase Order for Goods: No changes will be made to an order without the approval of the Purchasing Department staff. Other employees must not authorize changes verbally to the vendor. The Purchasing staff will issue a change order when required authorizing the change. An invoice may be submitted to Accounts Payable for

payment even if the total exceeds the original Purchase Order amount, provided the overage does not exceed **five percent (5%)** of the PO total. Change orders over \$10,000 must be approved by the City Manager or their designee. For purchases under \$100,000, change orders will be approved only if the revised total amount does not exceed \$100,000.

To a Contract for Services:

The City Council, through this policy, delegates to the City Manager of the City of Seguin authority to approve and administer Change Orders in the amount of \$50,000 or less, as outlined in Section 252.048 of the Local Government Code. In addition, the City Council has authorized the City Manager of the City of Seguin to designate specific staff members to approve and administer Change Orders through the course of their regular duties.

Purchases not exempt from competitive bidding over \$100,000:

The total contract price may not be increased by more than 25% of the original contract. The contract amount may not be decreased by more than 25% without the consent of the contractor.

Component change orders, each less than \$100,000, but which in the aggregate exceed that amount and which reasonably should have been included in one change order, shall not be used to avoid the prohibitions of the statutes.

4. Invoices

An invoice may be submitted to Accounts Payable for payment even if the total exceeds the original Purchase Order amount, provided the overage does not exceed **five percent (5%)** of the PO total. **All invoices must be submitted to Accounts Payable.** It is the department's responsibility to ensure that, before submitting an invoice to Accounts Payable, the Purchase Order has sufficient funds to cover the invoice amount. Purchasing personnel will be responsible for coordinating any corrective action required in the event that an invoice does not agree with the purchase order either in quantity, freight, unit price or terms. Invoices should not be paid until the discrepancy is resolved.

X. RECEIVING

Delivery of materials, supplies or equipment may be accepted at the Seguin Purchasing Department for inspection and dispersal to the user department or may be directly delivered by the vendor to the user department.

Standard terms for delivery are F.O.B. Destination, meaning title of the property passes to the City when the item is delivered. The vendor must pre-pay the carrier for the freight. No C.O.D. orders will be accepted.

Purchasing Department staff or the user department receiving the product directly from the vendor will inspect all shipments for damage, quality, quantities and condition. Any necessary freight and/or return claims will be filed immediately, reserving all buyer remedies and rights-to-recovery. The department in receipt of the goods shall be responsible for the return of all materials, equipment or supplies, and insure that all

necessary notifications to the vendor and documents are executed for the protection of the City of Seguin's assets.

XI. SURPLUS PROPERTY DISPOSAL

Surplus Property is defined as any City-owned property, other than real estate, that is worn out, outdated or no longer needed for current operations yet still has potential resale value. Surplus goods include, but are not limited to, equipment, parts, tools, vehicles, computers, software, supplies, paper stock, books and furniture.

Department Directors or his/her designee shall submit a written list of property that they recommend to be designated as surplus to the Purchasing Manager or his/her designee. Recommended disposal of vehicles or other rolling stock will be subject to the Fleet Supervisor input and recommendation.

Purchasing will work with Departments in determining if a resale value exists. Potential resale value shall be determined taking into consideration the cost of preparing the item for sale.

Sale or disposal of surplus property requires prior approval by the City Manager. Any item whose original cost exceeded \$5,000 requires City Council approval prior to disposal of the item by any method.

Items determined to have a potential resale value will be sold by the advertised, sealed bid process, by public auction, or other method as approved by the City Manager that will yield the greatest possible benefit to the City.

The Purchasing Department, with City Manager approval, is the only designee authorized to determine if an item has no potential resale value. Items deemed to have no potential resale value may be disposed of in any manner approved by the responsible Department Director, following City Manager approval.

In order to maintain the highest appearance of ethical propriety at all times, surplus goods may not be given or sold directly or indirectly to City employees, former employees, or City officials except under exceptional circumstances. Exceptional circumstances for surplus property may be approved with a written recommendation from the employees Department Director and subsequent approval of the City Manager.

City employees may participate, on their own time, in public auctions for the purchase of surplus City goods.

XII. FIXED ASSETS / CAPITAL EQUIPMENT

The City is responsible for keeping records of all of its fixed assets. New assets will be added to the fixed asset records in accordance with the City's capitalization policy. All duties and responsibilities of the fixed assets inventory records are supervised by the Finance Department.

When a fixed asset is to be delivered, the Fleet Department must be made aware of the delivery date. A representative from both the user department and the Fleet Department must accept delivery of the equipment. When delivery has been accepted, the Fleet

Manager will issue a fixed asset tag number for the equipment. Invoice and title papers (if applicable) will be given to the Fleet Manager. User departments must insure that they receive warranty information and that the information is retained in their department. If the asset is a vehicle or mobile equipment, a copy of the invoice must also be given to the fleet maintenance coordinator who will assign a unit number.

Disposal of Assets procedures and form(s) are located in Appendix D of this policy.

XIII. INVENTORY CONTROL AND MANAGEMENT

The inventory facility will stock only those items that are critical to operations and maintenance of the City of Seguin or which can be stocked more economically than if purchased as needed. The inventory facility will maintain a perpetual inventory system to facilitate charges to departments, maintain a usage history by item, and provide for inventory control and materials accounting.

Purchasing/Inventory will maintain the following control policies:

1. Establish the “closed stores system” concept; that is, the inventory areas are secured, with only Purchasing/Inventory personnel stocking and issuing materials.
2. Provide minimum inventory investment and maximum inventory turnover commensurate with minimum “stock outs”. Stock outs refer to not having the material available when requested by departments.
3. Establish safety stock levels, reorder points and order quantities which are aimed at preventing premature arrival or overstocking of materials in anticipation of a project, as well as stock-out conditions. Project scheduling and communication of accurate start dates are the responsibility of the requesting department, in order to allow for lead times necessary for materials processing.
4. Conduct a physical inventory of items in inventory stores at mid-year and year-end or as deemed necessary by management.

APPENDIX A
RECURRING EXPENSES
NOT REQUIRING A PURCHASE ORDER

Invoice Submitted Directly to Finance Department

The following expenses do not require a purchase order. Invoices for these expenses must be submitted directly to the Finance Department, with appropriate account coding and signature of supervisor or Director

1. Water
2. Sewer
3. Gas
4. Electricity
5. Telephone, Internet, Hot Spot Services
6. Cellular phones
7. Insurance payments (including personal bonds)
8. Package delivery/courier charges, such as Federal Express or UPS
9. Monthly, quarterly or annual payment for contracted services for water rights, wholesale power or solid waste with an invoice
10. Legal services
11. Advertising
12. Subscriptions
13. Membership dues / annual dues
14. Required/mandatory state or federal fees (e.g., TCEQ permits, testing, etc.)
15. Tuition Fees (Training, Seminars, Classes)

Items without an original invoice must be submitted on a Check Request Form with applicable documentation. Any exceptions must be approved by the Finance Director.

CHECK REQUEST FORM

THIS REQUEST MUST BE ACCOMPANIED BY ORIGINAL INVOICE OR SUPPORTING DOCUMENTATION

DATE: _____
DEPARTMENT: _____

CHECK TO BE ISSUED TO:

VENDOR NAME: _____
VENDOR ADDRESS: _____

INVOICE #/DESCRIPTION/REASON	AMOUNT	ACCOUNT CODE

COMMENTS: _____

REQUESTER SIGNATURE

SUPERVISOR SIGNATURE

APPENDIX B

PROCUREMENT CARD PURCHASING POLICY

PURPOSE AND GENERAL GUIDELINES

- A. "Procurement Card" or "P-Card" is defined as a commercial credit card issued by a bank ("Provider") to a City employee ("Cardholder") for the purchase of materials as required to conduct City business. All charges will be billed to and paid directly by the City.
- B. The Procurement Card is for business purposes only and may not be used for personal transactions.
- C. The Procurement Card is only to be used for purchases for which there are adequate funds available in the appropriate budget to finance the purchase.
- D. There is personal liability associated with the use of the Procurement Card. A Cardholder making an inappropriate or unauthorized purchase will be required to reimburse the City for the purchase. Reimbursements for inappropriate or unauthorized purchases may be deducted from the Cardholder's paycheck.
- E. Cardholder Accounts are subject to periodic internal control reviews and audits designed to protect the interests of the City.
- F. Improper use of the Procurement Card may result in disciplinary action consistent with City policies, up to and including termination and possible prosecution.
- G. Cards will be issued to an individual employee. The employee named on the Procurement Card has the sole responsibility for the use and control of that card **and is the only authorized user of the card. At no time shall the cardholder give or make available his/her p-card to another employee for purchases. This includes saving the card information to an online account.** The Cardholder is responsible for notification of a lost card, initiating any refund due, and the dispute process for a questionable charge.
- H. Cards may be issued to a Department. The Director of the Department is responsible for the use and control of that card. Those authorized by the Director and on the City Manager's approved Purchasing List may use the card according to City policy and departmental procedures.
- I. Departmental Cards will be held by the Director or an employee assigned to the duty. Those using the card will sign a form provided by the Card Administrator at the time of card issuance and again at the time the card is returned. Full documentation of transactions is required at the

time the card is returned. The individual who has signed the issuance form is responsible for all purchases made while the card is in their possession and is considered the Cardholder during that time. The Cardholder is responsible for notification of a lost card, initiating any refund due and, the dispute process for a questionable charge according to the departmental procedures established by the Department Director.

- J. Travel Procurement Cards will be available on a limited basis. These cards will only be issued to employees to which a personal p-card has not been issued. The use of these cards is limited to lodging, parking, transportation (including ride-share) only. All other expenses are strictly prohibited on the travel cards.
- K. Verification and full documentation of every transaction is required. Documentation will include an itemized receipt, the purpose of the purchase, as well as the budget account number and project number to be charged for the purchase.
- L. Verification of each transaction is required each billing cycle and should be conducted according to the Procurement Card Provider guidelines. All cardholders and users will be instructed on the verification process. This transaction reconciliation must occur in an expeditious manner to avoid a disputed transaction being disallowed by the Provider.
- M. Failure to provide documentation as required in a timely manner will result in the removal of the Cardholder's authority to use the Procurement Card.

PROCUREMENT LIMITS

Dollar amount limits will be established on an individual basis at the time of card issuance according to the needs of the City and the Department. The limits can be adjusted for special circumstances by the Card Administrator in the Finance Department. Generally, card limits will consist of a *single transaction* purchasing limit as well as a *billing cycle* limit.

SALES TAX

All purchases made with the Procurement Card are exempt from all Texas city, county and state sales tax. Upon vendor request, a Tax Exemption Certificate will be provided to the vendor by the Finance Department. If sales tax is charged in error, it is the Cardholder's responsibility to contact the vendor to credit the sales tax back to the Procurement Card. ***NOTE: The city is not exempt from Hotel Occupancy or Airline Taxes.***

PROCUREMENT CARD USE

Purchases made on the Procurement Card will be delivered directly to the Department placing the order, not to the Purchasing Department. It is the Cardholder's responsibility to ensure receipt of goods and services and to follow up with vendors to resolve any problems with delivery, discrepancies, and/or damaged goods.

- A. Stacking or making multiple purchases from the same vendor during a short period of time to avoid the requirements for competitive quotes or to bypass card transaction limits is strictly prohibited.
- B. The p-card is to be used for Point-of-Sale purchases only (pay at the time of purchase/service). At no time is the p-card to be used to pay an invoice of items previously received or services previously performed.
- C. To ensure the City's insurance requirements are met, all payments to a Contractor or for repair services performed on City property must be coordinated with the Purchasing Manager prior to the services being performed.**
- D. A Cardholder may not use the Procurement Card for a cash advance and may not accept a cash refund for an item purchased on the Procurement Card. A credit back to the card is the only acceptable refund method.
- E. It is the Cardholder's responsibility to obtain transaction receipts from the merchant or supplier each time the card is used. These receipts MUST be itemized. Placing an order via phone or internet does not remove the itemized sales receipt requirement.
- F. Each billing cycle, the Cardholder will be responsible for uploading itemized receipts and coding each transaction to the appropriate account number. All transactions must be completed no later than the 12th of the month in which the billing cycle ends. If all transactions are not completed by the due date, the cardholder's procurement card will be suspended as follows:**

of Late Completions in Past 12 months

<i>1</i>	<i>No suspension</i>
<i>2-3</i>	<i>2-week suspension</i>
<i>4-5</i>	<i>1-month suspension</i>
<i>6-7</i>	<i>6-month suspension</i>
<i>8+</i>	<i>Permanent loss of P-card privileges</i>

Any request for a waiver from the suspension penalty must be approved by the City Manager.

- G. It is the Cardholder's responsibility to follow up on any erroneous charges, returns or adjustments and to ensure proper credit is given on subsequent statements according to the Provider's guidelines. The Card Administrator in the Finance Department should be notified of any unresolved, disputed charges.

- H. The Cardholder shall notify the Procurement Card Provider immediately if the Procurement Card is lost or stolen. This is done by calling the Provider's Customer Service Representatives who are available 24 hours a day, 7 days a week. After notifying the Provider, the Cardholder must also notify the Finance Department during the next business day.

RESTRICTED USE

Procurement Cards may not be used for the following purposes without prior authorization from the City Manager, Director of Finance, or their designee:

1. Food, alcohol, entertainment, fuel, or clothing;
2. To pay an invoice received after the purchase/service has been received/performed;
3. Purchases in excess of the established limits;
4. Purchases in violation of or to circumvent other Purchasing policies and limitations;
5. Food or beverage for departmental/divisional birthday parties, retirement parties, holiday events, employee appreciation, breakrooms, meetings, etc.;
6. Any other illegal, unauthorized, unethical, or otherwise prohibited purpose.

TRAVEL PROCUREMENT CARD ADDENDUM

1. Only employees who have not been issued a personal p-card are eligible to request a travel card.
2. Employees must submit a request for a Travel P-Card along with their approved Travel Authorization Form at least two weeks prior to travel date. Appropriate card limits will be set according to the expected travel expenses.
3. Employees who have been authorized to use a travel card must personally sign for, pick up and return the card.
4. Itemized receipts and cards are due back to Finance no more than two business days after returning from travel.
5. Employees are responsible for retaining all receipts during travel. If receipts are lost, it is the employee's responsibility to contact vendors and obtain copies.
6. No meals or airfare permitted on a Travel P-Card. Only expenses such as lodging, parking, ride share, etc. are permitted.
7. In the event of a group of employees traveling together, only one employee will be issued a Travel P-Card and will be responsible for maintaining/returning all receipts.
8. In the event of a card being lost or stolen, employees must report to Finance immediately.

CARDHOLDER AGREEMENT

I have received and read the PROCUREMENT CARD PURCHASING POLICY concerning the use of the City of Seguin's Procurement Card. I understand that as a Cardholder, I assume responsibilities pertaining to the operation and administration of the program. These responsibilities include, but are not limited to the following:

1. I agree that the card is to be used only for authorized City business purchases for which there are sufficient funds available in the current budget.
2. By accepting the card, I assume responsibility for the card and will be responsible for all charges made with the card.
3. I agree to maintain the card with the highest level of security. If the card is lost or stolen, I agree to immediately notify the card Provider and the City's Card Administrator.
4. I agree to verify and reconcile all account activity in a timely fashion and provide itemized receipts for all transactions.
5. I agree to surrender and cease use of the card upon termination of employment or upon transfer to another position within the City and I agree to surrender the card at any time upon the Card Administrator's request.
6. I acknowledge that misuse of the card could result in disciplinary action consistent with City policies, up to and including termination and prosecution.
7. Any unauthorized or improper use of the Procurement Card may be deducted from my paycheck.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document and I assume the responsibilities listed herein.

Cardholder's Signature:	Cardholder's Title:
Cardholder's Printed Name:	Date:

TRAVEL PROCUREMENT CARD AGREEMENT

I have received and read the PROCUREMENT CARD PURCHASING POLICY and Travel Procurement Card Addendum concerning the use of the City of Seguin's Travel Procurement Card. I understand that as an authorized user of the card while assigned to me, I assume responsibilities pertaining to the operation and administration of the program. These responsibilities include, but are not limited to the following:

1. I agree that the card is to be used only for authorized City business purchases for which there are sufficient funds available in the current budget.
2. By accepting the card, I assume responsibility for the card and will be responsible for all charges made with the card.
3. I agree to maintain the card with the highest level of security. If the card is lost or stolen, I agree to immediately notify the City's Finance Department.
4. I agree to provide itemized receipts for all transactions and surrender the card upon my return from travel.
5. I agree to surrender and cease use of the card upon my return from travel, termination of employment or at any time upon the Card Administrator's request.
6. I acknowledge that misuse of the card could result in disciplinary action consistent with City policies, up to and including termination and prosecution.
7. Any unauthorized or improper use of the Travel Procurement Card may be deducted from my paycheck.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document, and I assume the responsibilities listed herein.

Authorized User's Signature:	Authorized User's Title:
Authorized User's Printed Name:	Date:

APPENDIX C

INSURANCE REQUIREMENTS

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation and Employer's Liability	Statutory

NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.

2. **Commercial General (public) Liability**
including coverage for the following:

a.	Premises operations	\$1,000 per occurrence
b.	Independent contractors	\$2,000,000 aggregate
c.	Products/completed operations	
d.	Personal injury	
e.	Advertising injury	
f.	Contractual liability	
g.	Medical payments	
h.	Professional liability*	
i.	Underground hazard*	
j.	Explosion and collapse hazard*	
k.	Liquor liability*	
l.	Fire legal liability*	
m.	City's property in Contractor's* care, custody, or control	
n.	Asbestos specific liability*	

*

Not required for this contract

3. Comprehensive Automobile Liability	\$1,000,000 per occurrence
insurance, including coverage for loading and unloading hazards, for:	
a. Owned/leased vehicles	
b. Non-owned vehicles	

- c. Hired vehicles
- 4. **Errors and Omissions** insurance policy (when applicable)
 - \$1,000,000 per occurrence or claim
 - \$2,000,000 aggregate for the willful or negligent acts or omissions of any no less than officers, employees, or agents thereof
- 5. **Cyber** (when applicable)
 - \$2,000,000

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department
City of Seguin
P.O. Box 591
Seguin, Texas 78156

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.
3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

APPENDIX D

CITY OF SEGUIN DISPOSAL OF ASSETS

This policy is intended to establish and describe the basic guidelines and policies for the disposal of assets for the City of Seguin.

- I. Assets shall be considered for disposal when any of the following conditions are met:
 - A. The asset is obsolete or out dated.
 - B. The asset is no longer functional for any departments within the City.
 - C. The asset is considered too costly to repair.
- II. Assets can be disposed of in the following manner:
 - A. Public auction, online or live.
 - B. Sealed bids.
 - C. Donated.
- III. Approval of disposal is as follows:
 - A. If the asset's original cost was less than \$5,000, the City Manager can authorize the disposal of the asset.
 - B. If the asset's original cost was \$5,000 or more, the City Council must approve the disposal.
 - C. If the City wishes to donate the asset, City Council must approve the donation.
 - D. If the asset is being sold by sealed bids, City Council must approve that sale.

DISPOSAL OF ASSET FORM

DEPARTMENT: _____

DATE: _____

☐ The asset is functional - An email has been sent to see if any department within the City can use the item but there were no takers.

Complete description of asset to be disposed including mechanical/operational condition information and quantity:

City of Seguin asset tag number: _____

Unit number (if applicable): _____

Make & Model Number: _____

Serial Number or VIN: _____

Estimate original cost of asset: \$ _____

To be completed by Finance Dept. only:

Auctioned on GovDeals Date posted: _____

Original cost of asset \$ _____

_____ *Asset's original cost was less than \$5,000, City Manager can authorize the disposal of the asset.*

_____ *Asset's original cost was \$5,000 or more, the City Council must approve the disposal of the asset.*

Department Director's signature

Date

Director of Finance's signature

Date

City Manager's signature

Date

APPENDIX F

The City of Seguin follows State of Texas and Federal 2CFR 200.317-327 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services procured with state and federal funding. Appendix F addresses the City of Seguin's requirements pertaining to such procurements and contains the documents listed below.

Code of Federal Regulations, Title 2: Grants and Agreement Procurement Standards:

200.318 – General Procurement Standards

200.319 – Competition

200.320 – Methods of Procurement to be followed

200.321 – Contracting with Small & Minority businesses, women business enterprises & labor surplus area firms

200.322 – Procurement of Recovered Materials

200.323 – Contract Cost & Price

200.324 – Federal awarding agency or pass-through entity review

200.325 – Bonding requirements

200.326 – Contract Provisions

Checklist for Reviewing Procurements by Federal Grant Recipients and Subrecipients

C.F.R. Part 200, Appendix II

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

APPENDIX F

The City of Seguin follows State of Texas and Federal 2CFR 200.318-326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services procured with state and federal funding. Appendix F addresses the City of Seguin's requirements pertaining to such procurements and contains the documents listed below.

Code of Federal Regulations, Title 2: Grants and Agreement Procurement Standards:

200.317 Procurements by States and Indian Tribes

200.318 – General Procurement Standards

200.319 – Competition

200.320 – Methods of Procurement to be followed

200.321 – Contracting with Small & Minority businesses, women business enterprises & labor surplus area firms

200.322 – Domestic preferences for procurements

200.323 – Procurement of recovered materials

200.324 – Contract cost and price

200.325 – Federal agency or pass-through entity review

200.326 – Bonding requirements

200.327 Contract provisions.

Checklist for Reviewing Procurements by Federal Grant Recipients and Subrecipients

C.F.R. Part 200, Appendix II

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Code of Federal Regulations

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)

[Subpart D—Post Federal Award Requirements](#)

APPENDIX F

PROCUREMENT STANDARDS

§ 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

(a) **Documented procurement procedures.** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) **Oversight of contractors.** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) **Conflicts of interest.**

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) **Avoidance of unnecessary or duplicative items.** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) **Procurement arrangements using strategic sourcing.** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) **Use of excess and surplus Federal property.** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) **Use of value engineering clauses.** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) **Responsible contractors.** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) **Procurement records.** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) **Time-and-materials type contracts.**

APPENDIX F

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) ***Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act ([29 U.S.C. 3102\(24\)](#))), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

§ 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and [§ 200.320](#).

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with [§ 200.319\(b\)](#);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

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- (3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.
- (e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.
- (f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.
- (g) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#).

(a) **Informal procurement methods for small purchases.** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in [§ 200.1](#). Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) **Micro-purchases** —

(i) **Distribution.** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in [§ 200.1](#). To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) **Micro-purchase thresholds.** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) **Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) **Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) **Simplified acquisitions** —

(i) **Simplified acquisition procedures.** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

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(ii) **Simplified acquisition thresholds.** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) **Formal procurement methods.** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with [paragraph \(a\)\(2\)\(ii\)](#) of this section:

(1) **Sealed bids.** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) **Proposals.** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

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§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

- (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
- (b) Such consideration means:
- (1) These business types are included on solicitation lists;
 - (2) These business types are solicited whenever they are deemed eligible as potential sources;
 - (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 - (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

- (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

§ 200.323 Procurement of recovered materials.

- (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.324 Contract cost and price.

- (a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.
- (b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under [subpart E of this part](#). The recipient or subrecipient may reference its own cost principles as long as they comply with [subpart E of this part](#).
- (c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

§ 200.325 Federal agency or pass-through entity review.

- (a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of

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proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

- (1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;
 - (3) The procurement is expected to exceed the simplified acquisition threshold and specifies a "brand name" product;
 - (4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (c) The recipient or subrecipient is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.
 - (2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

§ 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in [Appendix II of this part](#).

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal

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Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).



Roadmap to Procurement Compliance

Procurement Disaster Assistance Team
(PDAT)

August 2023



FEMA

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Background and Overview

The Federal Emergency Management Agency (FEMA) provides financial assistance to eligible recipients and subrecipients through grant programs designed to reduce the loss of life and property, and protect the nation from all hazards, including natural disasters and acts of terrorism. Each FEMA grant program is governed by the enabling laws, implementing regulations, and program policies as well as a range of cross-cutting laws, executive orders, and other regulations.

FEMA award recipients and subrecipients will often use contracts to help them carry out work under their grant program awards. As a requirement of receiving FEMA grant funding, all purchases must comply with the federal procurement under grant standards found at [2 C.F.R. §§ 200.317 – 200.327](#). The Roadmap to Procurement Compliance (“Roadmap”) is designed to introduce FEMA award recipients and subrecipients to the methods of procurement outlined at [2 C.F.R. § 200.320](#) and provide a checklist recipients and subrecipients may use to ensure compliance as they conduct purchases under a FEMA award. Please Note this Roadmap is applicable to all FEMA award recipients and subrecipients for grants awarded on or after Nov. 12, 2020.¹ For FEMA awards made prior to Nov. 12, 2020 please reference the [2019 version of the PDAT Field Manual](#) and [Contract Provisions Template](#) to assist with the review of contracts for compliancy.

The Roadmap guides FEMA award recipients and subrecipients through the federal procurement rules applicable to their situation, which is based on their entity type, procurement dollar amount, type of work, as well as other factors. Users of the Roadmap will first respond to a series of questions to help understand the circumstances surrounding their procurement. Once the user has responded to the questions, they will be directed to specific checklists to help determine compliance with the applicable federal procurement rules.

The Roadmap provides:

- A path to determining which rules are applicable based on various procurement circumstances; and
- Checklists for FEMA award recipients and subrecipients to use to ensure compliance as they conduct their procurements.

The Roadmap *does not* provide:

¹ The “[Public Assistance Applicant Procurement Compliance Checklist](#)” is applicable to Public Assistance applicants purchasing in support of disasters declared from December 26, 2014 through November 11, 2020. See [Purchasing Under a FEMA Award: Office of Management and Budget \(OMB\) Revisions Fact Sheet](#).

- An exhaustive list of all applicable requirements when purchasing under a FEMA grant program; and
- Program specific guidance when purchasing under a FEMA award. Please refer to the applicable program representative for clarification on program specific requirements.

Note: The non-federal entity (NFE) alone is responsible for ensuring compliance with all applicable federal regulations when procuring under a FEMA award. Use of this document does not guarantee the legal sufficiency of any procurement, nor does it ensure an award or subaward will not be audited or investigated. It is not intended to be, nor does it provide or constitute legal advice for FEMA award recipients and subrecipients. All legal questions concerning the sufficiency of a procurement in terms of federal procurement should be referred to the recipients and subrecipients' legal counsel.

Navigating the Roadmap

The Roadmap includes seven checklists that should be used based on certain factors including, but not limited to, entity type and the procurement dollar amount. The questions below are meant to guide recipients and subrecipients when determining which checklist to use.

1.) Is your organization a “state entity”?	
A state entity means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments. See 2 CFR 200.1 “State” .	
<p>Yes <input type="checkbox"/></p> <p>If yes, proceed to the State Entity Checklist. This is the only checklist that state entities need to complete.</p>	<p>No <input type="checkbox"/></p> <p>If no, your organization is considered a non-state entity, which includes local governments, Tribes, and nonprofit organizations. All non-state entities should proceed to Question #2.</p>
<p>Note: Only non-state entities (including local governments, tribes, and nonprofits) beyond this point</p>	
2.) Have you already reviewed your organization’s procurement policies and procedures for compliance with the federal procurement rules?	
There are federal procurement rules that are applicable to an organization’s procurement policies and procedures as well as when conducting the procurement process (including in the solicitation phase and contract documents). A non-state entity should first review its policies and procedures for compliance with the general procurement standards .	

<p>Yes <input type="checkbox"/></p> <p>If yes, you may proceed to Question #3.</p>	<p>No <input type="checkbox"/></p> <p>If no, you should first complete the Procurement Policy Checklist and then proceed to Question #3.</p>
<p>3.) Is your organization intending to award a noncompetitive procurement (“sole sourced award”)?</p>	
<p>A noncompetitive procurement (or sole-source) is the solicitation of a proposal from one source or a limited number of sources. A non-state entity may award a noncompetitive procurement only if certain circumstances in 2 C.F.R. § 200.320(c) exist. The circumstances include single source, exigency or emergency, awarding agency approval, and inadequate competition.</p>	
<p>Yes <input type="checkbox"/></p> <p>If yes, proceed to the Noncompetitive Procurement Checklist. This will be the final checklist for non-state entities using an allowable sole source exception.</p>	<p>No <input type="checkbox"/></p> <p>If no, proceed to Question #4 to use the dollar amount of the contract to determine the next applicable checklist.</p>
<p>4.) Is the aggregate dollar amount of the procurement under the federal micro-purchase threshold (currently \$10,000) or under your organization’s more restrictive threshold?</p>	
<p>A non-state entity wishing to purchase supplies or services by micro-purchase procedures should not exceed the federal micro-purchase threshold, or the applicable state/local/tribal threshold, whichever is lowest.</p>	
<p>Yes <input type="checkbox"/></p> <p>If yes, proceed to the Micro-Purchases Checklist</p>	<p>No <input type="checkbox"/></p> <p>If no, proceed to Question #5.</p>
<p>5.) Is the aggregate dollar amount of the procurement under the federal simplified acquisition threshold (currently \$250,000) or under your organization’s more restrictive threshold?</p>	
<p>A non-state entity wishing to purchase supplies or services by small purchase procedures should not exceed the simplified acquisition threshold, or the comparable state/local/tribal threshold, whichever is lowest.</p>	
<p>Yes <input type="checkbox"/></p> <p>If yes, proceed to the Small Purchases Checklist.</p>	<p>No <input type="checkbox"/></p> <p>If no, proceed to Question #6.</p>

6.) Is your organization using the sealed bids method of procurement?

The [sealed bids method](#) is the preferred method for procuring construction services and is appropriate when the following conditions are present: 1.) Complete, adequate, and realistic specifications or purchase descriptions are available; 2.) Two or more responsible bidders are willing and able to compete effectively for the business; 3.) The procurement lends itself to a fixed price contract; and 4.) The non-state entity primarily selects the successful bidder based on price. Under this procurement method, the solicitation document used is known as the invitation for bids (IFB).

Yes ☐

If yes, proceed to the [Sealed Bids Checklist](#)

No ☐

If no, proceed to **Question #7.**

7.) Is your organization using the proposals method of procurement?

[Procurement by proposal](#) is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired.

Yes ☐

If yes, proceed to the [Proposals Checklist](#).

State Entity Checklist

For comprehensive information on the federal procurement rules applicable to [state entities](#), please see [State Entity Fact Sheet](#). **Note:** If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
Did your organization comply with its own procurement policies and procedures? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> </div>	Procurement policy <input type="checkbox"/>
Is the price fair and reasonable? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> </div>	Evidence of market research <input type="checkbox"/> Short narrative on letterhead <input type="checkbox"/> Other: (ex: receipt, invoice) <input type="checkbox"/>
If the purchase is over \$25,000, did your organization ensure the contractor was not suspended or debarred? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> </div> See 2 C.F.R. § 180 for additional information.	Printout of Sam.gov search <input type="checkbox"/> Copy of suspension and debarment certification <input type="checkbox"/> Contract with applicable S&D clause <input type="checkbox"/>
Required Contract Provisions	
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) .	
If the contract is over \$250,000, did your organization include a Remedies clause? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> </div> Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> </div>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> </div>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Roadmap to Procurement Compliance: Non-Federal Entity Checklist

<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract involves the employment of mechanics or laborers, and is in excess of \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Non-Federal Entity Checklist

<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323.</p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>		
<p>Socioeconomic Affirmative Steps Requirements</p>		<p>Supporting Documentation</p>
<p>Note: NFEs must, at a minimum, take the following six “affirmative steps” to assure that target firms are used when possible. Target firms are minority firms, small businesses, women’s business enterprises, and Labor Surplus Areas (LSA) firms. See 2 C.F.R. § 200.321.</p>		
<p>Were target firms included on your organization’s solicitation lists?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes prequalified lists or solicitation lists which include target firms</p> <p>Note: NFEs can use SBA, MBDA, or similar resources to develop these lists.</p>
<p>Were target firms solicited whenever they were potential sources?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes documentation demonstrating direct solicitation to target firms</p> <p>Ex: Proof of communication and solicitation (i.e., call Notes, emails, etc.)</p>
<p>Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible.</p>

Roadmap to Procurement Compliance: Non-Federal Entity Checklist

<p>Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible.</p>
<p>Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Search results on SBA and MBDA websites</p> <p>Search results from state databases for target firms</p> <p>See FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.</p>
<p>Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. See PDAT Contract Provisions Guide.</p>
<p>Note: FEMA will generally consider it infeasible for state entities to comply with the six socioeconomic affirmative steps when awarding a noncompetitive procurement ("sole source"), therefore in this situation the below Socioeconomic Contracting Section of the Checklist would not be applicable.</p>		

Procurement Policy Checklist

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

General Procurement Standards Mandatory Rules	Supporting Documentation
<p>Does your organization have and use its own documented procurement procedures which reflect applicable state, local, tribal and territorial laws and regulations, provided the procurement conforms to applicable Federal law and the standards set forth in 2 C.F.R. Part 200? See 2 C.F.R. § 200.318(a).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Documented procurement policies and procedures</p>
<p>Does your organization have policies and procedures requiring contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order? See 2 C.F.R. § 200.318(b).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Procurement policies and procedures should contain:</p> <p>Procedures describing oversight <input type="checkbox"/></p> <p>Details of payment/invoice process <input type="checkbox"/></p> <p>Receiving/acceptance of good and services <input type="checkbox"/></p> <p>Reporting requirements <input type="checkbox"/></p>
<p>Does your organization have written standards of conduct covering conflicts of interest and the actions of employee engaged in the selection, award, and administration of contracts? See 2 C.F.R. § 200.318(c).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Written standards of conduct policies <input type="checkbox"/></p>
<p>Does your organization have policies to ensure officers, employees, and agents of non-state entities may neither solicit nor accept gifts or gratuities, favors, or anything of monetary value from contractors or parties to subcontracts? See 2 C.F.R. § 200.318(c)(1).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization's procurement policies and procedures to ensure that there is a prohibition on gifts. Examples of gifts may include:</p> <p>Entertainment and hospitality; <input type="checkbox"/></p> <p>Loans and forbearance; <input type="checkbox"/></p> <p>Travel, lodging and meals; and/or <input type="checkbox"/></p> <p>Apparel and training offerings. <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

	<p>Note: Non-state entities may set standards for accepting gratuities when the financial interest is not substantial. See De Minimus Gift Exception.</p>
<p>Does your organization have policies to ensure no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal award if they have a real or apparent conflict of interest? See 2 C.F.R. § 200.318(c)(1).</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Note: Policies may outline recusal process by officers, employees or agents of a non-state entity involved in the awarding and administration in order to mitigate or avoid conflict of interest.</p>	<p>Review your organization's procurement policies and procedures for rules related to:</p> <p>Real conflict of interest; <input type="checkbox"/></p> <p>Apparent conflict of interest; and <input type="checkbox"/></p> <p>Organizational Conflict of Interest. <input type="checkbox"/></p>
<p>Does your organization have procedures to avoid the acquisition of unnecessary or duplicative items and procedures to procure good and services using the most economical approach when feasible? See 2 C.F.R. § 200.318(d).</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Written procedures to avoid unnecessary or duplicative items <input type="checkbox"/></p>
<p>Did your organization award a contract only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement? See 2 C.F.R. § 200.318(h).</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Review your organization's policies and procedures to ensure that contractor responsibility determination is required. Non-state entities must determine that selected contractors are responsible by documenting:</p> <p>Contractor integrity; <input type="checkbox"/></p> <p>Compliance with public policy; <input type="checkbox"/></p> <p>Record of past performance; <input type="checkbox"/></p> <p>Copy of certification; <input type="checkbox"/></p> <p>Contract with applicable; Clause; <input type="checkbox"/></p> <p>Financial and technical resources; <input type="checkbox"/> and</p> <p>Contractor is not suspended or debarred by checking SAM.gov. <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>Does your organization have procedures to settle all contractual and administrative issues arising out of procurements? See 2 C.F.R. § 200.318(k).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Procurement policies and procedures to ensure they document how issues will be settled between the non-state entity and their contractor.</p> <p><input type="checkbox"/></p>
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Noncompetitive Procurement Checklist

For more information on noncompetitive procurements see [2 C.F.R. § 200.320\(c\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
<p>Does the noncompetitive procurement meet one of the five required exceptions or circumstances to full and open competition? Note: Micro-purchases are covered in a separate checklist. If using micro-purchases, please see the Micro-Purchase Procurement Checklist.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.320(c) for additional information on the circumstances permitting exception to competitive procurement requirements.</p>	<p>If yes, which of one of the four exceptions (Micro-Purchase not included) is being used?</p> <p>Single Source <input type="checkbox"/></p> <p>Public Emergency or Exigency <input type="checkbox"/></p> <p>Awarding Agency Approval <input type="checkbox"/></p> <p>Inadequate Competition <input type="checkbox"/></p>
<p>Did your organization provide written justification for the use of a noncompetitive method of procurement?</p> <p>Yes <input type="checkbox"/></p> <p>Note: Award recipients and subrecipients may use the template provided in the Emergency & Exigency Fact Sheet when drafting justifications.</p> <p>No <input type="checkbox"/></p>	<p>Written justification on letterhead <input type="checkbox"/></p>
<p>Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).</p> <p><input type="checkbox"/></p>	<p>Review your organization’s procurement file and records for:</p> <p>Rationale for the method of procurement; <input type="checkbox"/></p> <p>Selection of the contract type; <input type="checkbox"/></p> <p>Contractor selection or rejection; and <input type="checkbox"/></p> <p>Basis for contract price. <input type="checkbox"/></p> <p>Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.</p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>Did your organization document its rationale for contractor selection or rejection? <input type="checkbox"/></p>	<p>Check for procurement file for:</p> <p>Scope of Work; <input type="checkbox"/></p> <p>List of sources solicited; and <input type="checkbox"/></p> <p>Copies of bid, performance, payment, and other documents. <input type="checkbox"/></p>
<p>Did your organization enter into a Time and Materials (T&M) Contract? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p>	<p>If yes, did you include the following:</p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p> <p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
<p>Is the price fair and reasonable? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Evidence of market research <input type="checkbox"/></p> <p>Short narrative on letterhead <input type="checkbox"/></p> <p>Cost or Price Analysis <input type="checkbox"/></p> <p>Other: (ex: receipt, invoice) <input type="checkbox"/></p>
<p>If the contract is in excess of \$250,000, was a cost or price analysis conducted? See 2 C.F.R. § 200.324(a). Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	<p>Market research <input type="checkbox"/></p> <p>Historical data <input type="checkbox"/></p>
<p>Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d) and pg. 71 of the PDAT Field Manual. Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Review the below to ensure they do not contain elements of CPPC contracts:</p> <p>Contract <input type="checkbox"/></p> <p>Pricing schedule <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>If the contract is in excess of \$250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.326 for additional information on the applicable bonding requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Bond Certificates <input type="checkbox"/></p>
<p align="center">Required Contract Provisions</p>	
<p>Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).</p>	
<p>If the contract is more than \$250,000, did your organization include a Remedies clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract involves the employment of mechanics or laborers, and is in excess of \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state. See 2 C.F.R. § 200.323.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>Have you included a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, have you included a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	

Micro-Purchase Procurement Checklist

For more information on the micro-purchase method of procurement see [2 C.F.R. § 200.320\(a\)\(1\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
<p>Is the price fair and reasonable?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Evidence of market research <input type="checkbox"/></p> <p>Short narrative on letterhead <input type="checkbox"/></p> <p>Other: (ex: receipt, invoice) <input type="checkbox"/></p>
<p>Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization’s procurement file and records for:</p> <p>Rationale for the method of procurement; <input type="checkbox"/></p> <p>Selection of the contract type; <input type="checkbox"/></p> <p>Contractor selection or rejection; and <input type="checkbox"/></p> <p>Basis for contract price. <input type="checkbox"/></p> <p>Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.</p>
<p>Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Check for procurement file for:</p> <p>Scope of Work; <input type="checkbox"/></p> <p>List of sources solicited; and <input type="checkbox"/></p> <p>Copies of bid, performance, payment, and other documents. <input type="checkbox"/></p>
<p>Did your organization enter into a Time and Materials (T&M) Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p>	<p>If yes, did you include the following?</p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

	<p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
<p>Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review the below to ensure they do not contain elements of CPPC contracts:</p> <p>Contract <input type="checkbox"/></p> <p>Pricing schedule <input type="checkbox"/></p>
<p align="center">Required Contract Provisions</p>	
<p>Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).</p>	
<p>If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	

Small Purchase Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(a\)\(2\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
<p>Is the price fair and reasonable?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Evidence of market research <input type="checkbox"/></p> <p>Short narrative on letterhead <input type="checkbox"/></p> <p>Other: (ex: receipt, invoice) <input type="checkbox"/></p>
<p>Did your organization obtain price or rate quotations from an adequate number of qualified sources? See 2 C.F.R. § 200.320(a)(2)(i).</p> <p>Note: Adequate number is determined by the entity based on specific respective procurement circumstances.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Adequate number of qualified sources determined to be appropriate for this procurement: _____</p> <p>Justification Provided <input type="checkbox"/></p>
<p>Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review the below to ensure they do not contain elements of CPPC contracts:</p> <p>Contract <input type="checkbox"/></p> <p>Pricing schedule <input type="checkbox"/></p>
<p>Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization's procurement file and records for:</p> <p>Rationale for the method of procurement; <input type="checkbox"/></p> <p>Selection of the contract type; <input type="checkbox"/></p> <p>Contractor selection or rejection; and <input type="checkbox"/></p> <p>Basis for contract price. <input type="checkbox"/></p> <p>Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Check for procurement file for:</p> <p>Scope of Work; <input type="checkbox"/></p> <p>List of sources solicited; and <input type="checkbox"/></p> <p>Copies of bid, performance, payment, and other documents. <input type="checkbox"/></p>
<p>Did your organization enter into a Time and Materials (T&M) Contract?</p> <p>Yes <input type="checkbox"/></p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p> <p>No <input type="checkbox"/></p>	<p>If yes, did you include the following?</p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p> <p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
<p>Competition Requirements</p>	
<p>For more information on competition requirements see 2 C.F.R. § 200.319.</p>	
<p>Did your organization ensure that it did not restrict competition by having unreasonable requirements. Examples of this include:</p> <ul style="list-style-type: none"> ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a “brand name” product instead of allowing an “equivalent” or “compatible” product. <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.319(b).</p>	<p>Review the following solicitation and advertising documents to include to determine if your organization restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition.</p> <p>Request for Proposal (RFP) <input type="checkbox"/></p> <p>Invitation for Bid (IFB) <input type="checkbox"/></p> <p>Request for Quote (RFQ) <input type="checkbox"/></p> <p>Advertisements <input type="checkbox"/></p> <p>Other: (ex: bonds, evaluations, scoring, etc.)</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization ensure that it did not use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences:</p> <ul style="list-style-type: none"> ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act <p>For more information see 2 C.F.R. § 200.319(c)</p>	<p>Review your organization's solicitation documents to ensure they did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation:</p> <p>Exclusion of contractors from outside a geographic area; <input type="checkbox"/></p> <p>Allowing price matching from a local vendor; <input type="checkbox"/></p> <p>Reducing the bids submitted by local businesses; <input type="checkbox"/></p> <p>Adding point or percentage weight to evaluation factors; and <input type="checkbox"/></p> <p>Set aside contracts only for resident companies <input type="checkbox"/></p>
Required Contract Provisions	
<p>Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).</p>	
<p>If the contract exceeds \$250,000, did your organization include a Remedies clause?</p> <p>Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract involves the employment of mechanics or laborers, and exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	
<p>Socioeconomic Affirmative Steps Requirements</p>	<p>Supporting Documentation</p>
<p>Note: NFEs must, at a minimum, take the following six “affirmative steps” to assure that target firms are used when possible. Target firms are minority firms, small businesses, women’s business enterprises, and Labor Surplus Areas (LSA) firms. See 2 C.F.R. § 200.321.</p>	
<p>Were target firms included on your organization’s solicitation lists?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes prequalified lists or solicitation lists which include target firms <input type="checkbox"/></p> <p>Note: NFEs can use SBA, MBDA, or similar resources to develop these lists.</p>
<p>Were target firms solicited whenever they were potential sources?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes documentation demonstrating direct solicitation to target firms <input type="checkbox"/></p> <p>Ex: Proof of communication and solicitation (i.e., call Notes, emails, etc.).</p>
<p>Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Search results on SBA and MBDA websites <input type="checkbox"/></p> <p>Search results from state databases for target firms <input type="checkbox"/></p> <p>See FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.</p>
<p>Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. See PDAT Contract Provisions Guide.</p>

Sealed Bids Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(b\)\(1\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
If contract price exceeds \$250,000, was an independent cost estimate completed before issuing the Invitation for Bids (IFB)/Invitation to Bid (ITB)? See 2 C.F.R. § 200.324(a) . Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Evidence of Market Research <input type="checkbox"/> Historical Data <input type="checkbox"/> Other: <input type="checkbox"/>
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d) . Yes <input type="checkbox"/> No <input type="checkbox"/>	Review the below to ensure they do not contain elements of CPPC contracts: Contract <input type="checkbox"/> Pricing schedule <input type="checkbox"/>
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i) . Yes <input type="checkbox"/> No <input type="checkbox"/>	Review your organization's procurement file and records for: Rationale for the method of procurement; <input type="checkbox"/> Selection of the contract type; <input type="checkbox"/> Contractor selection or rejection; and <input type="checkbox"/> Basis for contract price. <input type="checkbox"/> Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i) . Yes <input type="checkbox"/> No <input type="checkbox"/>	Check for procurement file for: Scope of Work; <input type="checkbox"/> List of sources solicited; and <input type="checkbox"/> Copies of bid, performance, payment, and other documents. <input type="checkbox"/>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization enter into a Time and Materials (T&M) Contract?</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p>	<p>If yes, did you include the following? <input type="checkbox"/></p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p> <p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
<p>Does the IFB/ITB contain a clear and accurate description of the goods/services to be procured? See 2 C.F.R. § 200.320(b)(1)(i)(A).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p>	<p>Solicitation Document <input type="checkbox"/></p>
<p>If your organization is a local or tribal government, was the IFB/ITB publicly advertised? See 2 C.F.R. § 200.320(b)(1)(ii)(A).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p> <p style="text-align: right;">N/A <input type="checkbox"/></p>	<p>Advertisement <input type="checkbox"/></p>
<p>Did your organization solicit enough bids from an adequate number of qualified sources to satisfy the full an open competition requirement? See 2 C.F.R. § 200.320(b)(1)(ii)(A).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p>	<p>Indicate the number of contractors solicited and the number you determine to be an adequate number of qualified sources: _____</p>
<p>If the contract exceeds \$250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? See 2 C.F.R. § 200.326.</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p>	<p>Bond Certificates <input type="checkbox"/></p>
<p>Did your organization provide enough time for contractors to prepare and submit bids? See 2 C.F.R. § 200.320(b)(1)(ii)(A).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p>The federal rules do not provide a time frame. This determination is subject to any relevant local, state, and/or Tribal requirements. No <input type="checkbox"/></p>	<p>Indicate how long contractors had to prepare and submit their bids: _____</p>
<p>Did your organization establish the date, time, and location where the bids will be opened? See 2 C.F.R. § 200.320(b)(1)(ii)(C).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p> <p>Note: If your organization is a local or tribal government, bids must be opened publicly.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p style="text-align: center;">Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract exceeds \$250,000, was a cost or price analysis performed after receiving bids? See 2 C.F.R. § 200.324(a).</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Bid Tabulation <input type="checkbox"/></p> <p>Cost Analysis <input type="checkbox"/></p>
<p>Did your organization award a fixed-price contract to the lowest responsible, responsive bid? See 2 C.F.R. § 200.320(b)(1)(ii)(D).</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Bid Tabulation <input type="checkbox"/></p> <p>Contract <input type="checkbox"/></p> <p>If no, provide narrative detailing how you determine the bid to be unresponsive and/or irresponsible. <input type="checkbox"/></p>
Competition Requirements		
<p>For more information on competition requirements see 2 C.F.R. § 200.319.</p>		
<p>Did your organization ensure that it did not restrict competition by having unreasonable requirements. Examples of this include:</p> <ul style="list-style-type: none"> ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a “brand name” product instead of allowing an “equivalent” or “compatible” product. <p>See 2 C.F.R. § 200.319(b).</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review the following solicitation and advertising documents to include to determine if the non-state entity restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition.</p> <p>Request for Proposal (RFP) <input type="checkbox"/></p> <p>Invitation for Bid (IFB) <input type="checkbox"/></p> <p>Request for Quote (RFQ) <input type="checkbox"/></p> <p>Advertisements <input type="checkbox"/></p> <p>Other: (ex: bonds, evaluations, scoring, etc.) <input type="checkbox"/></p>
<p>Did your organization ensure that it did not use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences:</p> <ul style="list-style-type: none"> ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act. <p>For more information see 2 C.F.R. § 200.319(c)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization’s solicitation documents to ensure it did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation:</p> <p>Exclusion of contractors from outside a geographic area; <input type="checkbox"/></p> <p>Allowing price matching from a local vendor; <input type="checkbox"/></p> <p>Reducing the bids submitted by local businesses; <input type="checkbox"/></p> <p>Adding point or percentage weight to evaluation factors; and <input type="checkbox"/></p> <p>Set aside contracts only for resident companies <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Proposals Checklist

Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) .		
If the contract exceeds \$250,000, did your organization include a Remedies clause? Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause? Note: This clause only applies to the EMPG , HSGP , NSGP , THSGP , PSGP , IPR , HHPD , and TSGP .	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause? Note: This clause is only required in situations where the Davis Bacon Act also applies.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Note: This clause is not required under the PA , HMGP , FMAG , CCP , DCM , or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract exceeds \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323.</p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	

Roadmap to Procurement Compliance: Proposals Checklist

Socioeconomic Affirmative Steps Requirements	Supporting Documentation
<p>Note: NFEs must, at a minimum, take the following six “affirmative steps” to assure that target firms are used when possible. Target firms are minority firms, small businesses, women’s business enterprises, and Labor Surplus Areas (LSA) firms. See 2 C.F.R. § 200.321.</p>	
<p>Were target firms included on your organization’s solicitation lists?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes prequalified lists or solicitation lists which include target firms <input type="checkbox"/></p> <p>Note: NFEs can use SBA, MBDA or similar resources to develop these lists.</p>
<p>Were target firms solicited whenever they were potential sources?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes documentation demonstrating direct solicitation to target firms <input type="checkbox"/></p> <p>Ex: Proof of communication and solicitation (i.e., call Notes, emails, etc.).</p>
<p>Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Search results on SBA and MBDA websites <input type="checkbox"/></p> <p>Search results from state databases for target firms <input type="checkbox"/></p> <p>See FEMA’s Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.</p>
<p>Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. See PDAT Contract Provisions Guide.</p>

Proposals Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(b\)\(2\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
<p>If contract price exceeds \$250,000, was an independent cost estimate completed before issuing the RFP? See 2 C.F.R. § 200.324(a).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Evidence of Market Research <input type="checkbox"/></p> <p>Historical Data <input type="checkbox"/></p> <p>Other: <input type="checkbox"/></p>
<p>Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization's procurement file and records for:</p> <p>Rationale for the method of procurement; <input type="checkbox"/></p> <p>Selection of the contract type; <input type="checkbox"/></p> <p>Contractor selection or rejection; and <input type="checkbox"/></p> <p>Basis for contract price. <input type="checkbox"/></p> <p>Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.</p>
<p>Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Check for procurement file for:</p> <p>Scope of Work; <input type="checkbox"/></p> <p>List of sources solicited; and <input type="checkbox"/></p> <p>Copies of bid, performance, payment, and other documents. <input type="checkbox"/></p>
<p>Did your organization enter into a Time and Materials (T&M) Contract?</p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review T&M contracts documents for:</p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Proposals Checklist

		<p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
Does the RFP contain a clear and accurate description of the technical requirements?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	RFP <input type="checkbox"/>
Does the RFP identify all evaluation factors and their relative importance, with price as one of the factors? See 2 C.F.R. § 200.320(b)(2)(iii) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>RFP <input type="checkbox"/></p> <p>Other: _____</p>
Did your organization publicly advertise the RFP? See 2 C.F.R. § 200.320(b)(2)(i) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	Advertisement <input type="checkbox"/>
Did your organization solicit enough proposals from an adequate number of qualified offerors to satisfy the full an open competition requirement? See 2 C.F.R. § 200.320(b)(2)(i) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	Indicate the number you determine to be an adequate number of qualified offerors: _____
If contract price exceeds \$250,000, was a price or cost analysis conducted after receiving proposals? See 2 C.F.R. § 200.324(a) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Bid Tabulation <input type="checkbox"/></p> <p>Cost Analysis <input type="checkbox"/></p>
Did you ensure you did not enter into a cost plus a percentage of cost contract type? Cost-plus-percentage-of-cost (CPPC) contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review the below to ensure they do not contain elements of CPPC contracts:</p> <p>Contract <input type="checkbox"/></p> <p>Pricing schedule <input type="checkbox"/></p>
<p>If the contract exceeds \$250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements?</p> <p>See 2 C.F.R. § 200.326 for additional information.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	Bond Certificates <input type="checkbox"/>

Roadmap to Procurement Compliance: Proposals Checklist

Competition Requirements	
For more information on competition requirements see 2 C.F.R. § 200.319 .	
<p>Did you ensure that your non-state entity didn't restrict competition by having unreasonable requirements. Examples of this include:</p> <ul style="list-style-type: none"> ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a "brand name" product instead of allowing an "equivalent" or "compatible" product. <p>See 2 C.F.R. § 200.319(b).</p>	<p>Review the following solicitation and advertising documents to include to determine if the non-state entity restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition.</p> <p>Request for Proposal (RFP) <input type="checkbox"/></p> <p>Invitation for Bid (IFB) <input type="checkbox"/></p> <p>Request for Quote (RFQ) <input type="checkbox"/></p> <p>Advertisements <input type="checkbox"/></p> <p>Other: (ex: bonds, evaluations, scoring, etc.) <input type="checkbox"/></p>
<p>Did you ensure that your non- state entities didn't use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences:</p> <ul style="list-style-type: none"> ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act. <p>See 2 C.F.R. § 200.319(c).</p>	<p>Review your non-state entity's solicitation documents to ensure they did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation:</p> <p>Exclusion of contractors from outside a geographic area; <input type="checkbox"/></p> <p>Allowing price matching from a local vendor; <input type="checkbox"/></p> <p>Reducing the bids submitted by local businesses; <input type="checkbox"/></p> <p>Adding point or percentage weight to evaluation factors; and <input type="checkbox"/></p> <p>Set aside contracts only for resident companies. <input type="checkbox"/></p>
Required Contract Provisions	
<p>Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).</p>	
<p>If the contract exceeds \$250,000,did your organization include a Remedies clause?</p> <p>Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract exceeds \$10,000, did your organization include a Termination for Cause and Convenience clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract involves the employment of mechanics or laborers, and exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323.</p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	
<p>Socioeconomic Affirmative Steps Requirements</p>	<p>Supporting Documentation</p>
<p>Note: NFEs must, at a minimum, take the following six “affirmative steps” to assure that target firms are used when possible. Target firms are minority firms, small businesses, women’s business enterprises, and Labor Surplus Areas (LSA) firms. See 2 C.F.R. § 200.321.</p>	

Roadmap to Procurement Compliance: Proposals Checklist

<p>Were target firms included on your organization's solicitation lists?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes prequalified lists or solicitation lists which include target firms <input type="checkbox"/></p> <p>Note: NFEs can use SBA, MBDA, or similar resources to develop these lists.</p>
<p>Were target firms solicited whenever they were potential sources?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes documentation demonstrating direct solicitation to target firms <input type="checkbox"/></p> <p>Ex: Proof of communication and solicitation (i.e., call Notes, emails, etc.</p>
<p>Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Search results on SBA and MBDA websites <input type="checkbox"/></p> <p>Search results from state databases for target firms <input type="checkbox"/></p> <p>See FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.</p>
<p>Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. See PDAT Contract Provisions Guide. <input type="checkbox"/></p>



Roadmap to Procurement Compliance

Procurement Disaster Assistance Team
(PDAT)

August 2023



FEMA

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Background and Overview

The Federal Emergency Management Agency (FEMA) provides financial assistance to eligible recipients and subrecipients through grant programs designed to reduce the loss of life and property, and protect the nation from all hazards, including natural disasters and acts of terrorism. Each FEMA grant program is governed by the enabling laws, implementing regulations, and program policies as well as a range of cross-cutting laws, executive orders, and other regulations.

FEMA award recipients and subrecipients will often use contracts to help them carry out work under their grant program awards. As a requirement of receiving FEMA grant funding, all purchases must comply with the federal procurement under grant standards found at [2 C.F.R. §§ 200.317 – 200.327](#). The Roadmap to Procurement Compliance (“Roadmap”) is designed to introduce FEMA award recipients and subrecipients to the methods of procurement outlined at [2 C.F.R. § 200.320](#) and provide a checklist recipients and subrecipients may use to ensure compliance as they conduct purchases under a FEMA award. Please Note this Roadmap is applicable to all FEMA award recipients and subrecipients for grants awarded on or after Nov. 12, 2020.¹ For FEMA awards made prior to Nov. 12, 2020 please reference the [2019 version of the PDAT Field Manual](#) and [Contract Provisions Template](#) to assist with the review of contracts for compliancy.

The Roadmap guides FEMA award recipients and subrecipients through the federal procurement rules applicable to their situation, which is based on their entity type, procurement dollar amount, type of work, as well as other factors. Users of the Roadmap will first respond to a series of questions to help understand the circumstances surrounding their procurement. Once the user has responded to the questions, they will be directed to specific checklists to help determine compliance with the applicable federal procurement rules.

The Roadmap provides:

- A path to determining which rules are applicable based on various procurement circumstances; and
- Checklists for FEMA award recipients and subrecipients to use to ensure compliance as they conduct their procurements.

The Roadmap *does not* provide:

¹ The “[Public Assistance Applicant Procurement Compliance Checklist](#)” is applicable to Public Assistance applicants purchasing in support of disasters declared from December 26, 2014 through November 11, 2020. See [Purchasing Under a FEMA Award: Office of Management and Budget \(OMB\) Revisions Fact Sheet](#).

- An exhaustive list of all applicable requirements when purchasing under a FEMA grant program; and
- Program specific guidance when purchasing under a FEMA award. Please refer to the applicable program representative for clarification on program specific requirements.

Note: The non-federal entity (NFE) alone is responsible for ensuring compliance with all applicable federal regulations when procuring under a FEMA award. Use of this document does not guarantee the legal sufficiency of any procurement, nor does it ensure an award or subaward will not be audited or investigated. It is not intended to be, nor does it provide or constitute legal advice for FEMA award recipients and subrecipients. All legal questions concerning the sufficiency of a procurement in terms of federal procurement should be referred to the recipients and subrecipients' legal counsel.

Navigating the Roadmap

The Roadmap includes seven checklists that should be used based on certain factors including, but not limited to, entity type and the procurement dollar amount. The questions below are meant to guide recipients and subrecipients when determining which checklist to use.

1.) Is your organization a “state entity”?	
A state entity means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments. See 2 CFR 200.1 “State” .	
<p>Yes <input type="checkbox"/></p> <p>If yes, proceed to the State Entity Checklist. This is the only checklist that state entities need to complete.</p>	<p>No <input type="checkbox"/></p> <p>If no, your organization is considered a non-state entity, which includes local governments, Tribes, and nonprofit organizations. All non-state entities should proceed to Question #2.</p>
<p>Note: Only non-state entities (including local governments, tribes, and nonprofits) beyond this point</p>	
2.) Have you already reviewed your organization’s procurement policies and procedures for compliance with the federal procurement rules?	
There are federal procurement rules that are applicable to an organization’s procurement policies and procedures as well as when conducting the procurement process (including in the solicitation phase and contract documents). A non-state entity should first review its policies and procedures for compliance with the general procurement standards .	

<p>Yes <input type="checkbox"/></p> <p>If yes, you may proceed to Question #3.</p>	<p>No <input type="checkbox"/></p> <p>If no, you should first complete the Procurement Policy Checklist and then proceed to Question #3.</p>
<p>3.) Is your organization intending to award a noncompetitive procurement (“sole sourced award”)?</p>	
<p>A noncompetitive procurement (or sole-source) is the solicitation of a proposal from one source or a limited number of sources. A non-state entity may award a noncompetitive procurement only if certain circumstances in 2 C.F.R. § 200.320(c) exist. The circumstances include single source, exigency or emergency, awarding agency approval, and inadequate competition.</p>	
<p>Yes <input type="checkbox"/></p> <p>If yes, proceed to the Noncompetitive Procurement Checklist. This will be the final checklist for non-state entities using an allowable sole source exception.</p>	<p>No <input type="checkbox"/></p> <p>If no, proceed to Question #4 to use the dollar amount of the contract to determine the next applicable checklist.</p>
<p>4.) Is the aggregate dollar amount of the procurement under the federal micro-purchase threshold (currently \$10,000) or under your organization’s more restrictive threshold?</p>	
<p>A non-state entity wishing to purchase supplies or services by micro-purchase procedures should not exceed the federal micro-purchase threshold, or the applicable state/local/tribal threshold, whichever is lowest.</p>	
<p>Yes <input type="checkbox"/></p> <p>If yes, proceed to the Micro-Purchases Checklist</p>	<p>No <input type="checkbox"/></p> <p>If no, proceed to Question #5.</p>
<p>5.) Is the aggregate dollar amount of the procurement under the federal simplified acquisition threshold (currently \$250,000) or under your organization’s more restrictive threshold?</p>	
<p>A non-state entity wishing to purchase supplies or services by small purchase procedures should not exceed the simplified acquisition threshold, or the comparable state/local/tribal threshold, whichever is lowest.</p>	
<p>Yes <input type="checkbox"/></p> <p>If yes, proceed to the Small Purchases Checklist.</p>	<p>No <input type="checkbox"/></p> <p>If no, proceed to Question #6.</p>

6.) Is your organization using the sealed bids method of procurement?

The [sealed bids method](#) is the preferred method for procuring construction services and is appropriate when the following conditions are present: 1.) Complete, adequate, and realistic specifications or purchase descriptions are available; 2.) Two or more responsible bidders are willing and able to compete effectively for the business; 3.) The procurement lends itself to a fixed price contract; and 4.) The non-state entity primarily selects the successful bidder based on price. Under this procurement method, the solicitation document used is known as the invitation for bids (IFB).

Yes ☐

If yes, proceed to the [Sealed Bids Checklist](#)

No ☐

If no, proceed to **Question #7.**

7.) Is your organization using the proposals method of procurement?

[Procurement by proposal](#) is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired.

Yes ☐

If yes, proceed to the [Proposals Checklist](#).

State Entity Checklist

For comprehensive information on the federal procurement rules applicable to [state entities](#), please see [State Entity Fact Sheet](#). **Note:** If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
Did your organization comply with its own procurement policies and procedures? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> </div>	Procurement policy <input type="checkbox"/>
Is the price fair and reasonable? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> </div>	Evidence of market research <input type="checkbox"/> Short narrative on letterhead <input type="checkbox"/> Other: (ex: receipt, invoice) <input type="checkbox"/>
If the purchase is over \$25,000, did your organization ensure the contractor was not suspended or debarred? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> </div> See 2 C.F.R. § 180 for additional information.	Printout of Sam.gov search <input type="checkbox"/> Copy of suspension and debarment certification <input type="checkbox"/> Contract with applicable S&D clause <input type="checkbox"/>
Required Contract Provisions	
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) .	
If the contract is over \$250,000, did your organization include a Remedies clause? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> </div> Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> </div>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause? <div> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> </div>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Roadmap to Procurement Compliance: Non-Federal Entity Checklist

<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract involves the employment of mechanics or laborers, and is in excess of \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Non-Federal Entity Checklist

<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323.</p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>		
<p>Socioeconomic Affirmative Steps Requirements</p>		<p>Supporting Documentation</p>
<p>Note: NFEs must, at a minimum, take the following six “affirmative steps” to assure that target firms are used when possible. Target firms are minority firms, small businesses, women’s business enterprises, and Labor Surplus Areas (LSA) firms. See 2 C.F.R. § 200.321.</p>		
<p>Were target firms included on your organization’s solicitation lists?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes prequalified lists or solicitation lists which include target firms</p> <p>Note: NFEs can use SBA, MBDA, or similar resources to develop these lists.</p>
<p>Were target firms solicited whenever they were potential sources?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes documentation demonstrating direct solicitation to target firms</p> <p>Ex: Proof of communication and solicitation (i.e., call Notes, emails, etc.)</p>
<p>Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible.</p>

Roadmap to Procurement Compliance: Non-Federal Entity Checklist

<p>Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible.</p>
<p>Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Search results on SBA and MBDA websites</p> <p>Search results from state databases for target firms</p> <p>See FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.</p>
<p>Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. See PDAT Contract Provisions Guide.</p>
<p>Note: FEMA will generally consider it infeasible for state entities to comply with the six socioeconomic affirmative steps when awarding a noncompetitive procurement ("sole source"), therefore in this situation the below Socioeconomic Contracting Section of the Checklist would not be applicable.</p>		

Procurement Policy Checklist

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

General Procurement Standards Mandatory Rules	Supporting Documentation
<p>Does your organization have and use its own documented procurement procedures which reflect applicable state, local, tribal and territorial laws and regulations, provided the procurement conforms to applicable Federal law and the standards set forth in 2 C.F.R. Part 200? See 2 C.F.R. § 200.318(a).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Documented procurement policies and procedures</p>
<p>Does your organization have policies and procedures requiring contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order? See 2 C.F.R. § 200.318(b).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Procurement policies and procedures should contain:</p> <p>Procedures describing oversight <input type="checkbox"/></p> <p>Details of payment/invoice process <input type="checkbox"/></p> <p>Receiving/acceptance of good and services <input type="checkbox"/></p> <p>Reporting requirements <input type="checkbox"/></p>
<p>Does your organization have written standards of conduct covering conflicts of interest and the actions of employee engaged in the selection, award, and administration of contracts? See 2 C.F.R. § 200.318(c).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Written standards of conduct policies <input type="checkbox"/></p>
<p>Does your organization have policies to ensure officers, employees, and agents of non-state entities may neither solicit nor accept gifts or gratuities, favors, or anything of monetary value from contractors or parties to subcontracts? See 2 C.F.R. § 200.318(c)(1).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization's procurement policies and procedures to ensure that there is a prohibition on gifts. Examples of gifts may include:</p> <p>Entertainment and hospitality; <input type="checkbox"/></p> <p>Loans and forbearance; <input type="checkbox"/></p> <p>Travel, lodging and meals; and/or <input type="checkbox"/></p> <p>Apparel and training offerings. <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

	<p>Note: Non-state entities may set standards for accepting gratuities when the financial interest is not substantial. See De Minimus Gift Exception.</p>
<p>Does your organization have policies to ensure no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal award if they have a real or apparent conflict of interest? See 2 C.F.R. § 200.318(c)(1).</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Note: Policies may outline recusal process by officers, employees or agents of a non-state entity involved in the awarding and administration in order to mitigate or avoid conflict of interest.</p>	<p>Review your organization's procurement policies and procedures for rules related to:</p> <p>Real conflict of interest; <input type="checkbox"/></p> <p>Apparent conflict of interest; and <input type="checkbox"/></p> <p>Organizational Conflict of Interest. <input type="checkbox"/></p>
<p>Does your organization have procedures to avoid the acquisition of unnecessary or duplicative items and procedures to procure good and services using the most economical approach when feasible? See 2 C.F.R. § 200.318(d).</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Written procedures to avoid unnecessary or duplicative items <input type="checkbox"/></p>
<p>Did your organization award a contract only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement? See 2 C.F.R. § 200.318(h).</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Review your organization's policies and procedures to ensure that contractor responsibility determination is required. Non-state entities must determine that selected contractors are responsible by documenting:</p> <p>Contractor integrity; <input type="checkbox"/></p> <p>Compliance with public policy; <input type="checkbox"/></p> <p>Record of past performance; <input type="checkbox"/></p> <p>Copy of certification; <input type="checkbox"/></p> <p>Contract with applicable; Clause; <input type="checkbox"/></p> <p>Financial and technical resources; <input type="checkbox"/> and</p> <p>Contractor is not suspended or debarred by checking SAM.gov. <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>Does your organization have procedures to settle all contractual and administrative issues arising out of procurements? See 2 C.F.R. § 200.318(k).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Procurement policies and procedures to ensure they document how issues will be settled between the non-state entity and their contractor.</p> <p><input type="checkbox"/></p>
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Noncompetitive Procurement Checklist

For more information on noncompetitive procurements see [2 C.F.R. § 200.320\(c\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
<p>Does the noncompetitive procurement meet one of the five required exceptions or circumstances to full and open competition? Note: Micro-purchases are covered in a separate checklist. If using micro-purchases, please see the Micro-Purchase Procurement Checklist.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.320(c) for additional information on the circumstances permitting exception to competitive procurement requirements.</p>	<p>If yes, which of one of the four exceptions (Micro-Purchase not included) is being used?</p> <p>Single Source <input type="checkbox"/></p> <p>Public Emergency or Exigency <input type="checkbox"/></p> <p>Awarding Agency Approval <input type="checkbox"/></p> <p>Inadequate Competition <input type="checkbox"/></p>
<p>Did your organization provide written justification for the use of a noncompetitive method of procurement?</p> <p>Yes <input type="checkbox"/></p> <p>Note: Award recipients and subrecipients may use the template provided in the Emergency & Exigency Fact Sheet when drafting justifications.</p> <p>No <input type="checkbox"/></p>	<p>Written justification on letterhead <input type="checkbox"/></p>
<p>Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).</p> <p><input type="checkbox"/></p>	<p>Review your organization’s procurement file and records for:</p> <p>Rationale for the method of procurement; <input type="checkbox"/></p> <p>Selection of the contract type; <input type="checkbox"/></p> <p>Contractor selection or rejection; and <input type="checkbox"/></p> <p>Basis for contract price. <input type="checkbox"/></p> <p>Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.</p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>Did your organization document its rationale for contractor selection or rejection? <input type="checkbox"/></p>	<p>Check for procurement file for:</p> <p>Scope of Work; <input type="checkbox"/></p> <p>List of sources solicited; and <input type="checkbox"/></p> <p>Copies of bid, performance, payment, and other documents. <input type="checkbox"/></p>
<p>Did your organization enter into a Time and Materials (T&M) Contract? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p>	<p>If yes, did you include the following:</p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p> <p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
<p>Is the price fair and reasonable? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Evidence of market research <input type="checkbox"/></p> <p>Short narrative on letterhead <input type="checkbox"/></p> <p>Cost or Price Analysis <input type="checkbox"/></p> <p>Other: (ex: receipt, invoice) <input type="checkbox"/></p>
<p>If the contract is in excess of \$250,000, was a cost or price analysis conducted? See 2 C.F.R. § 200.324(a). Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>	<p>Market research <input type="checkbox"/></p> <p>Historical data <input type="checkbox"/></p>
<p>Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d) and pg. 71 of the PDAT Field Manual. Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Review the below to ensure they do not contain elements of CPPC contracts:</p> <p>Contract <input type="checkbox"/></p> <p>Pricing schedule <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>If the contract is in excess of \$250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.326 for additional information on the applicable bonding requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Bond Certificates <input type="checkbox"/></p>
<p>Required Contract Provisions</p>	
<p>Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).</p>	
<p>If the contract is more than \$250,000, did your organization include a Remedies clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract involves the employment of mechanics or laborers, and is in excess of \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state. See 2 C.F.R. § 200.323.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>Have you included a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, have you included a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	

Micro-Purchase Procurement Checklist

For more information on the micro-purchase method of procurement see [2 C.F.R. § 200.320\(a\)\(1\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
<p>Is the price fair and reasonable?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Evidence of market research <input type="checkbox"/></p> <p>Short narrative on letterhead <input type="checkbox"/></p> <p>Other: (ex: receipt, invoice) <input type="checkbox"/></p>
<p>Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization’s procurement file and records for:</p> <p>Rationale for the method of procurement; <input type="checkbox"/></p> <p>Selection of the contract type; <input type="checkbox"/></p> <p>Contractor selection or rejection; and <input type="checkbox"/></p> <p>Basis for contract price. <input type="checkbox"/></p> <p>Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.</p>
<p>Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Check for procurement file for:</p> <p>Scope of Work; <input type="checkbox"/></p> <p>List of sources solicited; and <input type="checkbox"/></p> <p>Copies of bid, performance, payment, and other documents. <input type="checkbox"/></p>
<p>Did your organization enter into a Time and Materials (T&M) Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p>	<p>If yes, did you include the following?</p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

	<p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
<p>Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review the below to ensure they do not contain elements of CPPC contracts:</p> <p>Contract <input type="checkbox"/></p> <p>Pricing schedule <input type="checkbox"/></p>
<p align="center">Required Contract Provisions</p>	
<p>Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).</p>	
<p>If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Micro-Purchase Procurement Checklist

<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	

Small Purchase Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(a\)\(2\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
<p>Is the price fair and reasonable?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Evidence of market research <input type="checkbox"/></p> <p>Short narrative on letterhead <input type="checkbox"/></p> <p>Other: (ex: receipt, invoice) <input type="checkbox"/></p>
<p>Did your organization obtain price or rate quotations from an adequate number of qualified sources? See 2 C.F.R. § 200.320(a)(2)(i).</p> <p>Note: Adequate number is determined by the entity based on specific respective procurement circumstances.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Adequate number of qualified sources determined to be appropriate for this procurement: _____</p> <p>Justification Provided <input type="checkbox"/></p>
<p>Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review the below to ensure they do not contain elements of CPPC contracts:</p> <p>Contract <input type="checkbox"/></p> <p>Pricing schedule <input type="checkbox"/></p>
<p>Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization's procurement file and records for:</p> <p>Rationale for the method of procurement; <input type="checkbox"/></p> <p>Selection of the contract type; <input type="checkbox"/></p> <p>Contractor selection or rejection; and <input type="checkbox"/></p> <p>Basis for contract price. <input type="checkbox"/></p> <p>Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Check for procurement file for:</p> <p>Scope of Work; <input type="checkbox"/></p> <p>List of sources solicited; and <input type="checkbox"/></p> <p>Copies of bid, performance, payment, and other documents. <input type="checkbox"/></p>
<p>Did your organization enter into a Time and Materials (T&M) Contract?</p> <p>Yes <input type="checkbox"/></p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p> <p>No <input type="checkbox"/></p>	<p>If yes, did you include the following?</p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p> <p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
<p style="text-align: center;">Competition Requirements</p>	
<p>For more information on competition requirements see 2 C.F.R. § 200.319.</p>	
<p>Did your organization ensure that it did not restrict competition by having unreasonable requirements. Examples of this include:</p> <ul style="list-style-type: none"> ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a “brand name” product instead of allowing an “equivalent” or “compatible” product. <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.319(b).</p>	<p>Review the following solicitation and advertising documents to include to determine if your organization restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition.</p> <p>Request for Proposal (RFP) <input type="checkbox"/></p> <p>Invitation for Bid (IFB) <input type="checkbox"/></p> <p>Request for Quote (RFQ) <input type="checkbox"/></p> <p>Advertisements <input type="checkbox"/></p> <p>Other: (ex: bonds, evaluations, scoring, etc.)</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization ensure that it did not use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences:</p> <ul style="list-style-type: none"> ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act <p>For more information see 2 C.F.R. § 200.319(c)</p>	<p>Review your organization's solicitation documents to ensure they did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation:</p> <p>Exclusion of contractors from outside a geographic area; <input type="checkbox"/></p> <p>Allowing price matching from a local vendor; <input type="checkbox"/></p> <p>Reducing the bids submitted by local businesses; <input type="checkbox"/></p> <p>Adding point or percentage weight to evaluation factors; and <input type="checkbox"/></p> <p>Set aside contracts only for resident companies <input type="checkbox"/></p>
Required Contract Provisions	
<p>Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).</p>	
<p>If the contract exceeds \$250,000, did your organization include a Remedies clause?</p> <p>Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract involves the employment of mechanics or laborers, and exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	
<p>Socioeconomic Affirmative Steps Requirements</p>	<p>Supporting Documentation</p>
<p>Note: NFEs must, at a minimum, take the following six “affirmative steps” to assure that target firms are used when possible. Target firms are minority firms, small businesses, women’s business enterprises, and Labor Surplus Areas (LSA) firms. See 2 C.F.R. § 200.321.</p>	
<p>Were target firms included on your organization’s solicitation lists?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes prequalified lists or solicitation lists which include target firms <input type="checkbox"/></p> <p>Note: NFEs can use SBA, MBDA, or similar resources to develop these lists.</p>
<p>Were target firms solicited whenever they were potential sources?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes documentation demonstrating direct solicitation to target firms <input type="checkbox"/></p> <p>Ex: Proof of communication and solicitation (i.e., call Notes, emails, etc.).</p>
<p>Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Search results on SBA and MBDA websites <input type="checkbox"/></p> <p>Search results from state databases for target firms <input type="checkbox"/></p> <p>See FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.</p>
<p>Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. See PDAT Contract Provisions Guide.</p>

Sealed Bids Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(b\)\(1\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
If contract price exceeds \$250,000, was an independent cost estimate completed before issuing the Invitation for Bids (IFB)/Invitation to Bid (ITB)? See 2 C.F.R. § 200.324(a) . Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Evidence of Market Research <input type="checkbox"/> Historical Data <input type="checkbox"/> Other: <input type="checkbox"/>
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d) . Yes <input type="checkbox"/> No <input type="checkbox"/>	Review the below to ensure they do not contain elements of CPPC contracts: Contract <input type="checkbox"/> Pricing schedule <input type="checkbox"/>
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i) . Yes <input type="checkbox"/> No <input type="checkbox"/>	Review your organization’s procurement file and records for: Rationale for the method of procurement; <input type="checkbox"/> Selection of the contract type; <input type="checkbox"/> Contractor selection or rejection; and <input type="checkbox"/> Basis for contract price. <input type="checkbox"/> Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i) . Yes <input type="checkbox"/> No <input type="checkbox"/>	Check for procurement file for: Scope of Work; <input type="checkbox"/> List of sources solicited; and <input type="checkbox"/> Copies of bid, performance, payment, and other documents. <input type="checkbox"/>

Roadmap to Procurement Compliance: Proposals Checklist

<p>Did your organization enter into a Time and Materials (T&M) Contract?</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p>	<p>If yes, did you include the following? <input type="checkbox"/></p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p> <p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
<p>Does the IFB/ITB contain a clear and accurate description of the goods/services to be procured? See 2 C.F.R. § 200.320(b)(1)(i)(A).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p>	<p>Solicitation Document <input type="checkbox"/></p>
<p>If your organization is a local or tribal government, was the IFB/ITB publicly advertised? See 2 C.F.R. § 200.320(b)(1)(ii)(A).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p> <p style="text-align: right;">N/A <input type="checkbox"/></p>	<p>Advertisement <input type="checkbox"/></p>
<p>Did your organization solicit enough bids from an adequate number of qualified sources to satisfy the full an open competition requirement? See 2 C.F.R. § 200.320(b)(1)(ii)(A).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p>	<p>Indicate the number of contractors solicited and the number you determine to be an adequate number of qualified sources: _____</p>
<p>If the contract exceeds \$250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? See 2 C.F.R. § 200.326.</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p>	<p>Bond Certificates <input type="checkbox"/></p>
<p>Did your organization provide enough time for contractors to prepare and submit bids? See 2 C.F.R. § 200.320(b)(1)(ii)(A).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p>The federal rules do not provide a time frame. This determination is subject to any relevant local, state, and/or Tribal requirements. No <input type="checkbox"/></p>	<p>Indicate how long contractors had to prepare and submit their bids: _____</p>
<p>Did your organization establish the date, time, and location where the bids will be opened? See 2 C.F.R. § 200.320(b)(1)(ii)(C).</p> <p style="text-align: right;">Yes <input type="checkbox"/></p> <p style="text-align: right;">No <input type="checkbox"/></p> <p>Note: If your organization is a local or tribal government, bids must be opened publicly.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p style="text-align: center;">Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract exceeds \$250,000, was a cost or price analysis performed after receiving bids? See 2 C.F.R. § 200.324(a).</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Bid Tabulation <input type="checkbox"/></p> <p>Cost Analysis <input type="checkbox"/></p>
<p>Did your organization award a fixed-price contract to the lowest responsible, responsive bid? See 2 C.F.R. § 200.320(b)(1)(ii)(D).</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Bid Tabulation <input type="checkbox"/></p> <p>Contract <input type="checkbox"/></p> <p>If no, provide narrative detailing how you determine the bid to be unresponsive and/or irresponsible. <input type="checkbox"/></p>
Competition Requirements		
<p>For more information on competition requirements see 2 C.F.R. § 200.319.</p>		
<p>Did your organization ensure that it did not restrict competition by having unreasonable requirements. Examples of this include:</p> <ul style="list-style-type: none"> ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a “brand name” product instead of allowing an “equivalent” or “compatible” product. <p>See 2 C.F.R. § 200.319(b).</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review the following solicitation and advertising documents to include to determine if the non-state entity restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition.</p> <p>Request for Proposal (RFP) <input type="checkbox"/></p> <p>Invitation for Bid (IFB) <input type="checkbox"/></p> <p>Request for Quote (RFQ) <input type="checkbox"/></p> <p>Advertisements <input type="checkbox"/></p> <p>Other: (ex: bonds, evaluations, scoring, etc.) <input type="checkbox"/></p>
<p>Did your organization ensure that it did not use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences:</p> <ul style="list-style-type: none"> ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act. <p>For more information see 2 C.F.R. § 200.319(c)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization’s solicitation documents to ensure it did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation:</p> <p>Exclusion of contractors from outside a geographic area; <input type="checkbox"/></p> <p>Allowing price matching from a local vendor; <input type="checkbox"/></p> <p>Reducing the bids submitted by local businesses; <input type="checkbox"/></p> <p>Adding point or percentage weight to evaluation factors; and <input type="checkbox"/></p> <p>Set aside contracts only for resident companies <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Proposals Checklist

Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) .		
If the contract exceeds \$250,000, did your organization include a Remedies clause? Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause? Note: This clause only applies to the EMPG , HSGP , NSGP , THSGP , PSGP , IPR , HHPD , and TSGP .	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause? Note: This clause is only required in situations where the Davis Bacon Act also applies.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Note: This clause is not required under the PA , HMGP , FMAG , CCP , DCM , or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract exceeds \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323.</p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	

Roadmap to Procurement Compliance: Proposals Checklist

Socioeconomic Affirmative Steps Requirements	Supporting Documentation
<p>Note: NFEs must, at a minimum, take the following six “affirmative steps” to assure that target firms are used when possible. Target firms are minority firms, small businesses, women’s business enterprises, and Labor Surplus Areas (LSA) firms. See 2 C.F.R. § 200.321.</p>	
<p>Were target firms included on your organization’s solicitation lists?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes prequalified lists or solicitation lists which include target firms <input type="checkbox"/></p> <p>Note: NFEs can use SBA, MBDA or similar resources to develop these lists.</p>
<p>Were target firms solicited whenever they were potential sources?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes documentation demonstrating direct solicitation to target firms <input type="checkbox"/></p> <p>Ex: Proof of communication and solicitation (i.e., call Notes, emails, etc).</p>
<p>Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Search results on SBA and MBDA websites <input type="checkbox"/></p> <p>Search results from state databases for target firms <input type="checkbox"/></p> <p>See FEMA’s Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.</p>
<p>Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. See PDAT Contract Provisions Guide.</p>

Proposals Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(b\)\(2\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
<p>If contract price exceeds \$250,000, was an independent cost estimate completed before issuing the RFP? See 2 C.F.R. § 200.324(a).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Evidence of Market Research <input type="checkbox"/></p> <p>Historical Data <input type="checkbox"/></p> <p>Other: <input type="checkbox"/></p>
<p>Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review your organization's procurement file and records for:</p> <p>Rationale for the method of procurement; <input type="checkbox"/></p> <p>Selection of the contract type; <input type="checkbox"/></p> <p>Contractor selection or rejection; and <input type="checkbox"/></p> <p>Basis for contract price. <input type="checkbox"/></p> <p>Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.</p>
<p>Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i).</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Check for procurement file for:</p> <p>Scope of Work; <input type="checkbox"/></p> <p>List of sources solicited; and <input type="checkbox"/></p> <p>Copies of bid, performance, payment, and other documents. <input type="checkbox"/></p>
<p>Did your organization enter into a Time and Materials (T&M) Contract?</p> <p>Note: If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review T&M contracts documents for:</p> <p>Justification explanation of why a T&M contract was the only suitable contract type; <input type="checkbox"/></p>

Roadmap to Procurement Compliance: Proposals Checklist

		<p>A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; <input type="checkbox"/></p> <p>How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and <input type="checkbox"/></p> <p>A transition to a more appropriate contract type as soon as possible (if applicable). <input type="checkbox"/></p>
Does the RFP contain a clear and accurate description of the technical requirements?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	RFP <input type="checkbox"/>
Does the RFP identify all evaluation factors and their relative importance, with price as one of the factors? See 2 C.F.R. § 200.320(b)(2)(iii) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>RFP <input type="checkbox"/></p> <p>Other: _____</p>
Did your organization publicly advertise the RFP? See 2 C.F.R. § 200.320(b)(2)(i) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	Advertisement <input type="checkbox"/>
Did your organization solicit enough proposals from an adequate number of qualified offerors to satisfy the full an open competition requirement? See 2 C.F.R. § 200.320(b)(2)(i) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	Indicate the number you determine to be an adequate number of qualified offerors: _____
If contract price exceeds \$250,000, was a price or cost analysis conducted after receiving proposals? See 2 C.F.R. § 200.324(a) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Bid Tabulation <input type="checkbox"/></p> <p>Cost Analysis <input type="checkbox"/></p>
Did you ensure you did not enter into a cost plus a percentage of cost contract type? Cost-plus-percentage-of-cost (CPPC) contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(d) .	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Review the below to ensure they do not contain elements of CPPC contracts:</p> <p>Contract <input type="checkbox"/></p> <p>Pricing schedule <input type="checkbox"/></p>
<p>If the contract exceeds \$250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements?</p> <p>See 2 C.F.R. § 200.326 for additional information.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	Bond Certificates <input type="checkbox"/>

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Competition Requirements	
For more information on competition requirements see 2 C.F.R. § 200.319 .	
<p>Did you ensure that your non-state entity didn't restrict competition by having unreasonable requirements. Examples of this include:</p> <ul style="list-style-type: none"> ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a "brand name" product instead of allowing an "equivalent" or "compatible" product. <p>See 2 C.F.R. § 200.319(b).</p>	<p>Review the following solicitation and advertising documents to include to determine if the non-state entity restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition.</p> <p>Request for Proposal (RFP) <input type="checkbox"/></p> <p>Invitation for Bid (IFB) <input type="checkbox"/></p> <p>Request for Quote (RFQ) <input type="checkbox"/></p> <p>Advertisements <input type="checkbox"/></p> <p>Other: (ex: bonds, evaluations, scoring, etc.) <input type="checkbox"/></p>
<p>Did you ensure that your non-state entities didn't use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences:</p> <ul style="list-style-type: none"> ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act. <p>See 2 C.F.R. § 200.319(c).</p>	<p>Review your non-state entity's solicitation documents to ensure they did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation:</p> <p>Exclusion of contractors from outside a geographic area; <input type="checkbox"/></p> <p>Allowing price matching from a local vendor; <input type="checkbox"/></p> <p>Reducing the bids submitted by local businesses; <input type="checkbox"/></p> <p>Adding point or percentage weight to evaluation factors; and <input type="checkbox"/></p> <p>Set aside contracts only for resident companies. <input type="checkbox"/></p>
Required Contract Provisions	
<p>Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).</p>	
<p>If the contract exceeds \$250,000, did your organization include a Remedies clause?</p> <p>Note: AFG must include a penalty clause in all contracts for any AFG-funded vehicle.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

Roadmap to Procurement Compliance: Proposals Checklist

<p>If the contract exceeds \$10,000, did your organization include a Termination for Cause and Convenience clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause only applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is only required in situations where the Davis Bacon Act also applies.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> <p>Note: This clause is not required under the PA, HMGP, FMAG, CCP, DCM or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract involves the employment of mechanics or laborers, and exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$150,000, did your organization include a Clean Air Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>

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<p>If the contract exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract exceeds \$25,000, did your organization include a Suspension and Debarment clause?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 180 for additional requirements.</p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323.</p> <p>Note: This clause is only applicable to state agencies and political subdivisions of a state.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>See 2 C.F.R. § 200.216 for additional requirements.</p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Indicate the page number where a FEMA representative can locate the clause in contract document.</p> <p>Pg.:</p>
<p>Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? Note: This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.</p>	
<p>Socioeconomic Affirmative Steps Requirements</p>	<p>Supporting Documentation</p>
<p>Note: NFEs must, at a minimum, take the following six “affirmative steps” to assure that target firms are used when possible. Target firms are minority firms, small businesses, women’s business enterprises, and Labor Surplus Areas (LSA) firms. See 2 C.F.R. § 200.321.</p>	

Roadmap to Procurement Compliance: Proposals Checklist

<p>Were target firms included on your organization's solicitation lists?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes prequalified lists or solicitation lists which include target firms <input type="checkbox"/></p> <p>Note: NFEs can use SBA, MBDA, or similar resources to develop these lists.</p>
<p>Were target firms solicited whenever they were potential sources?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Procurement File includes documentation demonstrating direct solicitation to target firms <input type="checkbox"/></p> <p>Ex: Proof of communication and solicitation (i.e., call Notes, emails, etc.</p>
<p>Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. <input type="checkbox"/></p>
<p>Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>Search results on SBA and MBDA websites <input type="checkbox"/></p> <p>Search results from state databases for target firms <input type="checkbox"/></p> <p>See FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.</p>
<p>Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>	<p>FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. See PDAT Contract Provisions Guide. <input type="checkbox"/></p>

GENERAL CONDITIONS OF BIDDING

These general conditions apply to any procurement of products or services by the City of Seguin. Failure to comply with these General Conditions of Bidding may result in the bid being disqualified.

1. DEFINITION OF TERMS

- A.** "Bid documents" mean the entire packet of documents provided to bidders, including, but not limited to the General Conditions of Bidding, General Conditions of Agreement, General and/or Technical Specifications, Special and Supplementary Conditions, Information to Bidders, Bid Form(s) and any Addendum.
- B.** "Bidder" means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications and competing for award of a contract.
- C.** "Bid" or "Proposal" means an offer to perform or provide the requirements specified herein. "Furnish" or "provide" means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.
- D.** "Formal Bid" is a formally advertised solicitation for acquiring goods, services, and construction that requires a public opening of sealed bids or proposals, generally \$50,000 or more.
- E.** "Informal Bid" is a competitive bid or price quotation for supplies or services under \$50,000 that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.
- F.** "City", "Purchaser", or "Owner" shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.
- G.** "Contract" means the contract awarded pursuant to this solicitation.
- H.** "Contractor" or "Vendor" means the bidder to which a contract award has been made by the City.
- I.** "Purchase Order" means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

- A.** All bids must be on blank forms furnished by the Purchasing Department and must be written in ink or typed. Pencil quotations will not be considered. Proposals must be submitted on the forms or in the format called for in specifications. Each must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.
- B.** **Formal** sealed bids and proposals must be received at the date, time, and place specified in the bid document packaged in a sealed envelope (8 1/2" x 11" minimum) clearly marked with the bid or project name, bid number, and date/time of opening, unless otherwise specified. An early postmark will not

suffice. Bids and proposals will be publicly opened and read followed by evaluation and award at a later date. **Formal bids and proposals (\$50,000 or higher) may NOT be faxed or submitted via e-mail.**

C. Informal bids are due at the date, time, and place stated in the bid document. **Informal bids (less than \$50,000) may be faxed or submitted via e-mail.**

D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date. The prices quoted in the bid shall not be subject to escalation except where otherwise clearly indicated by the Bidder or by the City in bid documents. The basis for the escalation shall be clearly indicated in either case.

E. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

F. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price show and the total price shown, the unit price will govern.

G. No change in price will be considered after bids have been opened. The City reserves the right to negotiate prices as submitted by proposal as allowed by state statute.

H. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

I. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

J. The City reserves the right to extend the bid closing time and date. Notification will be made by addendum.

K. The City reserves the right to increase or decrease the quantity specified, unless the bidder specified otherwise.

3. WITHDRAWAL OF BIDS

A. A Bidder may withdraw a bid before Council acceptance of the bid without prejudice to himself by a written request addressed to the Purchasing Manager.

B. When the mistake was a result of a bidder's negligence, and City has no knowledge of the mistake when bids were opened, and awarded a contract based on the bid, bidder will not be released and shall be bound by the bid.

C. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

4. GENERAL CONDITIONS

Bidders will submit their bids or proposals upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

C. If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Manager. A request for clarification should be submitted by the deadline, if any, indicated in the specifications.

D. All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

E. Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

F. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

G. The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

5. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or Equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "Or Equal" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

C. Alternate bids will not be considered unless expressly authorized by the bid documents.

6. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or vendor but rather to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

C. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

D. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

E. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

F. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

G. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above-mentioned taxes and will be so construed.

H. Prompt payment discounts will not be considered in determining low bids and making awards.

7. BID DEPOSIT

No bid deposit will be expected of bidder UNLESS specifications expressly provide otherwise. If a bid bond is required, the submitted bond may be in the form of a cashier's check, cash, a certified check made payable to the City of Seguin or an original bond submitted in the form required by the City in the Bid Documents. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder. Should a bid deposit be presented in a form not acceptable to the City, the bid will not be considered.

8. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

9. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Purchasing Manager. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: www.seguintexas.gov. It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

10. REJECTION OF BIDS

A. The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin shall consider all factors it believes to be relevant in

selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

1. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.
2. Bidder's current violation of any City ordinance.
3. Bidder's misstatement or concealment of any material fact in the bid.
4. Bid or proposal's nonconformance to law or the requirements of the bid specifications.
5. Failure to use or properly complete the bid/proposal form furnished by the City of Seguin.
6. Lack of signature by an authorized representative on the proposal form.
7. Alteration of bid form.
8. Evidence of collusion among proposers.
9. Omission of proposal guarantee (if required).
10. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

11. AWARD

A. The City reserves the right to award a bid or contract to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider the following to include but not limited to:

1. Price
2. Reputation of Bidder
3. Work Experience of Bidder
4. Quality of bidder's goods and services
5. Conformance to specifications
6. Bidder's past relationship with the City
7. Total estimated Long-Term Cost in a contract with Bidder
8. Crew availability
9. Material Delivery

B. The City reserves the right to reject or accept all or any combination of bids.

C. The City reserves the right to reject or accept all or any combination of base bid plus alternative bids when alternate bids are called for in bid documents, subject to available funding.

D. Contractor is an independent contractor. Award of a contract does not create a joint venture

between the Contractor and the City.

12. CONTRACT

- A.** City's Bid Documents combined with the Vendor's response (bid or proposal) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.
- B.** No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid or proposal, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in the Bid Documents and to be further bound to the representations and information the vendor provides in the response.
- C.** Acceptance of bidder's offer may be in the form of a "Notice of Award", a Purchase Order (P.O.) or a "Contract".

13. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

- A.** Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B.** Reissue a bid invitation or proposal;
- C.** Procure any item by other allowable means;
- D.** Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.
- E.** Extend any contract when most advantageous to the City as provided by original contract conditions.

14. WARRANTIES

- A. WARRANTY FOR PRODUCT:** The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.
- B. WARRANTY FOR PRICE:** The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- C. SAFETY WARRANTY:** Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or

replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

15. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Purchasing Manager.

C. The protest may be delivered in person to the Purchasing office located at 211 North River, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Purchasing Manager, PO Box 591, Seguin, Texas 78156-0591.

D. The written protest must include the following information before it may be considered by the City:

- 1.** Name, mailing address, and business phone number of the protesting party;
- 2.** Identification of the bid or proposal being protested;
- 3.** A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
- 4.** Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

16. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the bid documents. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this bid shall be new and unused unless noted elsewhere in the bid documents.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

17. REJECTIONS

A. Delivered articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City's Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be reported to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

18. PAYMENTS

A. Payment of invoices by the City shall be made thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order or following the receipt of an accurate invoice, whichever is later, in compliance with state statute. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Seguin contract, agreement, or P.O. number;
2. Only one contract, agreement, or project shall be billed on a particular invoice;
3. Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information

that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

20. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

21. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events reasonably outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

22. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

23. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

D. FUNDING OUT: The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeur shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

24. ENTIRETY OF AGREEMENT/AMENDMENTS

This and the other documents in the bid package represent the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

25. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

26. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

27. INDEMNITY

THE VENDOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY KIND ARISING FROM THE NEGLIGENT OR INTENTIONAL ACTS ERRORS OR OMISSIONS OF THE VENDOR, ITS OFFICERS, EMPLOYEES OR AGENTS. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, REASONABLE LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING THE AMOUNTS OF ANY DAMAGES OR AWARDS RESULTING FROM CLAIMS DEMANDS AND CAUSES OF ACTION FOR PERSONAL INJURIES, DEATH OR DAMAGES TO PROPERTY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, AND TRADEMARKS AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS, DEMANDS, OR CAUSES OF ACTION OF EVERY CHARACTER OCCURRING, RESULTING, OR ARISING FROM ANY NEGLIGENT OR INTENTIONAL WRONGFUL ACT, ERROR OR OMISSION OF THE VENDOR OR ITS AGENTS OR EMPLOYEES. THIS OBLIGATION BY THE VENDOR WILL NOT BE LIMITED BY REASON OF THE SPECIFICATION OF ANY PARTICULAR INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

28. PATENTS

The bidder agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

29. CONFIDENTIALITY

The City of Seguin is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the

City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. ANTI-LOBBYING PROVISION

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Manager for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

31. CONFLICT OF INTEREST

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official's family member; or has given a gift worth more than \$250 to a city official or city official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City's Purchasing Manager within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is included herein and is available from the Texas Ethics Commission at www.ethics.state.tx.us.

32. CERTIFICATE OF INTERESTED PARTIES

Texas Government Code, Sections 2252.908 requires a business entity to submit a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity following the guidelines prescribed by the Texas Ethics Commission at www.ethics.state.tx.us. The law applies to contracts that require an action or vote by the governing body of the governmental entity before the contract is signed. The Form 1295 is included herein. The completed Form 1295 must be submitted electronically by the business entity to the state. A copy of the certified Form 1295 including the certification number generated by the state must be provided to the City of Seguin at the time a bid or proposal is submitted. Information on the Form 1295 may be considered by the City during bid evaluation and award. The City will only officially acknowledge the Form 1295 submitted by the awarded vendor which will cause it to be publicly posted on the Texas Ethics Commission website.

33. ANTI-DISCRIMINATION IN EMPLOYMENT

The Bidder, if permitted, certifies complete compliance with the Federal Civil Rights Law and the American with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and

services shall include, but not be limited to, the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.

34. COMPLIANCE WITH FEDERAL WAGE AND TAX LAWS

The Bidder shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.

35. LOCAL VENDOR PREFERENCE POLICY

Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. The City of Seguin applies a local vendor preference to bids in compliance with state statute.

36. ANTI ISRAEL CERTIFICATION

In compliance with Texas legislature HB 89, by bidding on or accepting an order to provide goods or services to the City of Seguin, the vendor /supplier certifies that the company does not boycott Israel and will not do so at any time while doing business with the City of Seguin.

37. ENERGY BOYCOTT PROHIBITED

In compliance with Texas legislature **S.B. 13 (Birdwell/P. King) – Energy Boycott**: among other things, prohibits a city from entering into a contract with a value of \$100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

38. FIREARMS

In compliance with Texas legislature **S.B. 19 (Schwertner/Capriglione) – Firearms**: among other things, (1) prohibits a governmental entity from entering into a contract with a value of \$100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for the purchase of goods or services unless the contract contains a written verification from the company that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and (2) provides that the prohibition in (1) does not apply to a city that (a) contracts with a sole-source provider, or (b) the city does not receive any bids from a company that is able to provide the required verification required by (1)

39. NOTICES

All notices called for or required by this agreement will be addressed to Purchasing Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78155, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

40. STATE AND FEDERAL FUNDED PROCUREMENTS

The City of Seguin follows State of Texas and Federal 2 CFR 200.318-326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services funded by state and/or federal funds. Additional policy guidance is contained in the City of Seguin Purchasing Policy which addresses the City's requirements pertaining to the procurement and

expenditure of local, state and federal funds.

41. QUESTIONS

Questions regarding interpretation of specifications, bids, bid results or bid awards should be directed in writing to the Buyer indicated in the General and/or Technical Specifications or to the Purchasing Manager, abruns@seguintexas.gov and be referenced by bid number and bid title.

Formal Bid Request Form

Purpose: This form is designed to help departments communicate their bidding requirements effectively. Please fill out the information below to specify the type of bid needed.

Department:

Contact Person:

Account # For Bid Advertisement:

Bid Details

1. Type of Bid Requested:

(Please check one)

- ☐ Request for Quotation (RFQ)
- ☐ Request for Proposal (RFP)
- ☐ Invitation to Bid (ITB)
- ☐ Purchasing Co-op

2. Brief description of Goods/Services needed & attach scope of work/specifications.

3. Estimated Budget & Type of Funds being used:

4. Desired Closing Date: Takes approximately 4 - 6 weeks.

Formal Bid Request Form

5. Additional Notes or Considerations:

Department Signature

Date

Instructions:

Please complete this form and return it to the purchasing department. If you have any questions, feel free to contact us.

Thank you!

ITB – When specification or statement of work is well defined. Typically better suited for goods but could be used for services with well-defined routine type services.

RFP – When you are requesting that each proposer develop or provides ideas or solutions because you don't have complete specifications. You know the desired outcome, but not how to get there. Services would typically be better done with an RFP.

RFQ – When contracting for professional services that don't require the competitive solicitation process or when doing a two step process that starts with the qualifications only and then pricing requested in the second step.

CO-OP - Have Purchasing search through all the available CO-OP's for an existing already competed contract. Cooperative purchasing is an arrangement in which multiple businesses combine their buying requirements onto a single contract and aggregate volume to enhance their purchasing power.