Subrecipient: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreement Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Preparer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subrecipient’s Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROCUREMENT STANDARDS – LOCAL UNITS OF GOVERNMENT**

**I. Bidding Procedures**

Yes No N/A Notes

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| A. | Do the Subrecipient and second-tier subrecipient(s) have written procurement policies? |  |  |  |  |
| B. | Do procurement policies specify who has the authority to initiate purchase requests? |  |  |  |  |
| C. | Do the Subrecipient and second-tier subrecipient(s) follow policies to assure that small and minority businesses are utilized? |  |  |  |  |
| D. | Do the Subrecipient and second-tier subrecipient(s) have written selection procedures which include but may not be limited to a clear description of the job requirements? These requirements shall not be designed to restrict competition. |  |  |  |  |
| E. | Does the Subrecipient require competitive sealed bids for rehabilitation construction or materials contracts of $50,000 or more? |  |  |  |  |
|  | Was the project advertised? |  |  |  |  |
|  | If by county, once a week for 3 weeks in a newspaper of general circulation published in that county. |  |  |  |  |
| If by municipality, once in a newspaper of general circulation published in that municipality (can be posted if no local newspaper). |  |  |  |  |
| The project was not advertised based on the following:* In case of an emergency affecting public health, safety, or convenience where the nature of the emergency was detailed in writing and was made public at the time the contract was let.
* In case of sole source procurement where documented justification was made public at the time the contract was let.
* Project cost was $50,000 or less and small purchase procedures were utilized to determine lowest price.
 |  |  |  |  |
| F. | Did all bids on construction projects over $50,000 include a State License number on the outside of the bid? |  |  |  |  |
| G. | If formal advertising is used, are these conditions present: |  |  |  |  |
|  | * A complete, realistic specification of purchase item
 |  |  |  |  |
|  | * Two or more suppliers willing and able to compete
 |  |  |  |  |
|  | * Selection can be based on price
 |  |  |  |  |
| H. | If formal advertising is used, the following requirements must exist: |  |  |  |  |
|  | * All bids must be opened publicly
 |  |  |  |  |
|  | * Bids may be rejected if there is a sound business reason for doing so
 |  |  |  |  |
|  | * Are there minutes to the bid opening?
 |  |  |  |  |
|  | * Did the Subrecipient utilize a local preference zone? (Not allowed with federal funds.)
 |  |  |  |  |
| I. | Is the contract price determined by: |  |  |  |  |
|  | * Cost reimbursable/not to exceed
 |  |  |  |  |
|  | * Cost plus percentage (not allowed)
 |  |  |  |  |
| J.  | For projects involving conversion or rehabilitation, is there evidence of verification of all contractors’ debarred status? |  |  |  |  |

**II. Contract Requirements**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| A.  | Are contracts in writing? |  |  |  |  |
| B. | Were contracts properly executed? |  |  |  |  |
| C. | Were contracts entered into after the Removal of Grant Conditions? |  |  |  |  |
| D. | How was the contract price determined (lump sum, unit price, etc.)? |  |  |  |  |
| E. | For contracts $100,000 or over, were the bid documents and contract awards processes certified to by the Subrecipient’s attorney? |  |  |  |  |

**III. General Conditions**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| A. | Does the contract require the contractors to keep all records for five years and to provide access to records? |  |  |  |  |
| B. | Does the contract provide for legal remedies for breach of contract by the contractor? |  |  |  |  |
| C. | Does the contract provide a termination clause for the Subrecipient stating conditions under which this can happen in contracts over $10,000? |  |  |  |  |
| D. | Is there any evidence of conflict of interest between the parties involved? |  |  |  |  |
| E. | Does the contract include a clause for the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535 as amended by Act No. 2012-491)?  |  |  |  |  |

1. **Supplemental General Conditions**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| A. | Did the contract include clauses for compliance with Executive Order 11246 or E.O. clause? |  |  |  |  |  |
| B. | Were goals for minority and female participation stated? |  |  |  |  |  |
| C. | Did the contract include a Certification of Non-segregated Facilities? |  |  |  |  |  |
| D. | Did contract include clauses for compliance with Title VI, Civil Rights Act of 1964? |  |  |  |  |  |
| E. | Was certification to “Section 3” compliance included? |  |  |  |  |  |
| F. | Was there a clause for compliance with Section 504 of the Rehabilitation Act of 1973 ($2,500 or more)? |  |  |  |  |  |
| G. | Is there a clause for compliance with Section 402 of the 1974 Vietnam Veterans Act ($10,000 or more)? |  |  |  |  |  |
| H. | Is there a clause for compliance with the Age Discrimination Act of 1975 ($2,000 or more)? |  |  |  |  |  |
| I. | Is there a clause for compliance with the Clean Air Act, Clean Water Act, and EPA regulations in all contracts over $100,000? |  |  |  |  |  |

**V. Change Orders**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| A. | Is the final contract amount different from the award price due to change orders? |  |  |  |  |
|  | Do cumulative changes result in less than a ten percent increase in the contract award price? |  |  |  |  |
|  | Do change orders pertain to minor changes consistent with the general scope of the original project? |  |  |  |  |
|  | If cumulative changes exceed ten percent, are contract items and unit costs consistent with the original contract?  |  |  |  |  |
|  | If the answers to all of the above are no, then are the changes necessitated by extraordinary circumstances that have been documented by the architect and/or engineer? |  |  |  |  |
| B. | Have all contract change orders been approved by the local governing body? |  |  |  |  |