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

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

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

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

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

**PROCUREMENT STANDARDS – NONPROFIT ORGANIZATIONS**

Yes No N/A Notes

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **I.** | **Procurement Procedures:** |  |  |  |  |
| **A.**  | Procurement Policies: |  |  |  |  |
|  | Does the Subrecipient have written procurement policies? |  |  |  |  |
|  | Do procurement policies specify who has the authority to initiate purchase requests? |  |  |  |  |
|  | Do procurement policies state to avoid purchasing unnecessary items? |  |  |  |  |
|  | Do procurement policies support making an analysis of lease and purchase alternatives to determine the most economical and practical procurement method? |  |  |  |  |
| B. | Do solicitations for goods and services provide for the following: |  |  |  |  |
|  | A clear and accurate description of the technical requirements for the material, product, or service to be procured? |  |  |  |  |
|  | Requirements which the bidder must fulfill and all other factors to be used in evaluating the bids/proposals? |  |  |  |  |
|  | A description of functions to be performed? |  |  |  |  |
|  | The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation? |  |  |  |  |
|  | The acceptance of products and services dimensioned in the metric system of measurement? |  |  |  |  |
|  | Preference for products and services that conserve natural resources, protect the environment, and are energy efficient? |  |  |  |  |
| C. | Do policies provide for the following regarding small and minority-owned businesses:  |  |  |  |  |
|  | Ensure that small businesses, minority-owned firms, and women’s business enterprises are used to the fullest extent possible? |  |  |  |  |
|  | Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage participation by small and minority-owned businesses? |  |  |  |  |
|  | Consider in the contract process whether firms competing for larger contracts intend to subcontract with small or minority-owned businesses? |  |  |  |  |
|  | Encourage contracting with consortiums of small and minority-owned businesses when a contract is too large for one firm to handle? |  |  |  |  |
|  | Use organizations such as the Small Business Administration, the Department of Commerce’s Minority Business Development Agency, or the Office of Minority Business Enterprise to solicit and utilize small and minority-owned businesses? |  |  |  |  |
| D. | The type of procurement used must be determined by the Subrecipient, be appropriate, and promote the best interest of the program/project. Select type used. |  |  |  |  |
|  | * Fixed price contracts
 |  |  |  |  |
|  | * Cost reimbursable contracts
 |  |  |  |  |
|  | * Purchase orders
 |  |  |  |  |
|  | * Incentive contracts
 |  |  |  |  |
|  | * Cost plus percentage contracts and percentage of construction cost contracts are not allowed
 |  |  |  |  |
| E. | Contracts shall be made only with responsible contractors who can successfully perform under the terms and conditions of the proposed procurement.  |  |  |  |  |
| **II.**  | **Cost and Price Analysis:** |  |  |  |  |
|  | Some form of cost or price analysis must be made and documented for every procurement action. |  |  |  |  |
| **III.** | **Procurement Records:** |  |  |  |  |
|  | Procurement records for purchases in excess of $25,000 shall include: |  |  |  |  |
|  | * Basis for contractor selection
 |  |  |  |  |
|  | * Justification for lack of competition
 |  |  |  |  |
|  | * Basis for award cost or price
 |  |  |  |  |
| **IV.** | **Contract Administration:** |  |  |  |  |
|  | Is there a system for contract administration maintained to ensure: |  |  |  |  |
| A. | * Contractor performance with the terms, conditions, and specifications of the contract?
 |  |  |  |  |
| B. | * Adequate and timely follow up of all purchases?
 |  |  |  |  |
| C. | * Documentation is maintained to verify that contractors met the terms, conditions, and specifications of the contract?
 |  |  |  |  |
| **V.** | **Contract Provisions:** |  |  |  |  |
| A. | Do contracts in excess of $25,000 provide for legal remedies for breach of contract by the contractor? |  |  |  |  |
| B. | Do contracts in excess of $25,000 provide a termination clause by the Subrecipient stating conditions under which this can happen? |  |  |  |  |
| C. | For facility improvement contracts, is there: |  |  |  |  |
|  | * A bid guarantee of 5% from each bidder?
 |  |  |  |  |
|  | * A performance bond from the contractor for 100% of the contract price?
 |  |  |  |  |
|  | * A payment bond from the contractor for 100% of the contract price?
 |  |  |  |  |
|  | * Were bonds obtained from companies holding certificates of authority to do business in the United States?
 |  |  |  |  |
|  | * Do contracts in excess of $25,000 contain a clause for access to records?
 |  |  |  |  |
| D. | Do all contracts awarded by the Subrecipient and its contractors contain the following clauses: |  |  |  |  |
|  | * Equal Employment Opportunity?
 |  |  |  |  |
|  | * Copeland “Anti-Kickback” Act?
 |  |  |  |  |
|  | * Contract Work Hours and Safety Standards Act?
 |  |  |  |  |
|  | * Rights to Inventions Made Under a Contract or Agreement?
 |  |  |  |  |
|  | * Clean Air Act?
 |  |  |  |  |
|  | * Byrd Anti-Lobbying Amendment?
 |  |  |  |  |
|  | * Debarment and Suspension?
 |  |  |  |  |