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| Sample Policy for Employees and Organizational Conflicts of Interest Standards |

The (NAME OF ENTITY) hereby adopts the following policy applicable to all employees, officers or agents who must adhere to the following **written standards of conduct** regarding conflicts of interest and governing actions in the selection, awarding and administration of contracts as required by 2 CFR 200.318(c).

## DEFINITIONS

* **Personal** - An employee may not participate in any part of the procurement process, including the selection, awarding and administration of purchases or contracts supported by a Federal award, if he or she has a real or apparent conflict of interest. A conflict occurs when the employee and any member of the employee’s **family**, his or her **partner** or an **organization** which employs or is about to employ the employee’s family or partner has a financial, tangible or other benefit from a contractor considered for award.
* **Organizational** - (NAME OF ENTITY) must avoid an organizational conflict of interest where (NAME OF ENTITY) would be unable to be impartial in conducting a procurement action because of an existing relationship with a parent company, affiliate or subsidiary organization.

## STANDARDS

* No officer, employee or agent may participate in the selection, awarding or administration of a contract supported by a Federal award if he or she has a **real** or **apparent conflict of interest**. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which 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 a firm considered for a contract.
* No officer, employee or agent must **solicit** or **accept gratuities**, **favors** or anything of monetary value from contractors or parties to subcontracts, except where the financial interest is not substantial or the gift is an unsolicited item of *nominal* value, **not exceeding sixty dollars** ($60.00), then these standards do not apply.
* (NAME OF ENTITY) must conduct a conflicts of interest search ensuring that there is no bias or partiality issues which would render or impair the performance of the contract (applies only to private nonprofits [PNPs]).
* Gratuities, Kickbacks and Required Contract Clause.
* **Gratuities**. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
* **Kickbacks.** It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
* **Contract Clause**. The prohibition against gratuities and kickbacks prescribed in this Section must be conspicuously set forth in every contract and solicitation therefor.

## EMPLOYEE DISCLOSURE REQUIREMENTS

* **Disclosure of Benefit Received from Contract**. It must be the policy of (NAME OF ENTITY) to disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity within 14 days of learning of the conflict of interest. Any employee who has, or obtains any benefit from, any [State] contract with a business in which the employee has a financial interest must report such benefit to (NAME OF ENTITY) and copy the (Ethics Commission); provided, however, this Section must not apply to a contract with a business where the employee’s interest in the business has been placed in a disclosed blind trust.
* **Failure to Disclose Benefit Received**. Any employee who knows or should have known of such benefit, and fails to report such benefit to the (Ethics Commission), is in breach of the ethical standards of this Section and must be subject to disciplinary actions for violations of such standards by officers, employees or agents of the (NAME OF ENTITY).

{IF A PRIVATE NON-PROFIT ENTITY, THEN ADD THE FOLLOWING}

If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain **written standards** of conduct covering organizational **conflicts of interest**. Organizational conflicts of interest means that because of relationships with a parent company, affiliate or subsidiary organization, the non-Federal entity is unable or appears to be unable to be **impartial** in conducting a procurement action involving a related organization.

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| Sample Policy to Avoid Acquisition of Unnecessary or Duplicative Items |

The (NAME OF ENTITY) hereby adopts the following policy applicable to all Federally funded contracts relating to the avoidance of the acquisition of unnecessary or duplicative items as required by 2 CFR 200.318(d).

* Contract only for current and reasonably expected needs and avoid acquisition of unnecessary or duplicative items.
* Written justification must be provided prior to the initiation of any procurement process.
* Consideration must be given to consolidating or breaking out procurements to obtain a more economical purchase.
* Where appropriate, an analysis must be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most **economical approach.**

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| Sample Policy for Granting Awards to Responsible Contractors |

The (NAME OF ENTITY) hereby adopts the following policy applicable to all Federally funded contracts relating to the granting of awards only to **responsible contractors** as required by 2 CFR 200.318(h).

* Prior to any contract award, the contractor must be **screened** to ensure it is in good standing to perform the contract.
* The contractor must be in good standing with the Secretary of State and vetted through both State and Federal databases to ensure the contractor is not debarred or suspended.
* These databases are**: www.sam.gov** and **https://coraweb.sos.la.gov/CommercialSearch/CommercialSearch.aspx**

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| Sample Policy for Maintaining Records to Detail History of Procurement |

The (NAME OF ENTITY) hereby adopts the following policy applicable to all Federally funded contracts relating to the **maintenance of records** sufficient to detail the history of all procurement as required by 2 CFR 200.318(i).

* Documents required must include but may not be limited to the following:
* Rationale for determining the **need** for project.
* Rationale for the **method** of procurement selected, ie. micro purchases, small purchase procedures, sealed bids, competitive proposals and noncompetitive proposals.
* Selection of **contract type**, ie. lump sum, unit price, cost reimbursement, time and materials.[[1]](#footnote-1)
* Copy of **RFP/RFQ**.
* List of all **responsible bidders**.
* Documentation evidencing **appointment** of selection committee.
* **Basis for selection** of contractor to include all grading sheets of selection committee evidencing bidder evaluations; include reasons for rejection of any bid.
* Copy of **contract**.
* In the case of an RFQ, copy of the **independent cost analysis** conducted prior to entering into negotiations.

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| Sample Policy for the Use of Time and Materials  (T + M) Contracts |

The (NAME OF ENTITY) hereby adopts the following policy applicable to all Federally funded contracts relating to the use of **time and materials** (T + M) **contracts maintenance** of records sufficient to detail the history of all procurement as required by 2 CFR 200.318(j).

* T + M type contracts may be used only after a determination that no other contract is suitable.
* Such a contract must include a **ceiling price** that the contractor exceeds at its own risk.
* A high degree of **oversight** must be maintained in order to obtain reasonable assurance that the contractor is using:
* Efficient **methods** and
* Effective **cost controls**.

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| Sample Policy for Protest Procedures |

The (NAME OF ENTITY) hereby adopts the following policy which applies to **protest procedures** relating to Federally funded contracts as required by 2 CFR 200.318(k).

## Award Protest

Any protest against the award of a contract must be received in **writing** within **ten** (10) calendar days of the date provided on the written notice of contract award from (NAME OF ENTITY), or the protest will not be considered. Protests must be received by **4:00 pm** on the tenth calendar day. If the tenth calendar day falls on a weekend or holiday, the tenth day will be considered the next business day.

## Designation of Protest Official

All protests must be submitted to the (NAME OF ENTITY) designated protest official, who must set a hearing date and time if requested by the protesting bidder. Protests must be sent to the protest official by certified mail or hand delivered to the following address:

Name

Title

Physical Mailing Address

City, State, Zip

The protest official must issue a **written decision** on the matter within fourteen (14) calendar days of the hearing unless circumstances dictate otherwise. In no case must the decision be issued more than thirty (30) days past the hearing date.

## Appeal of Protest Decision

The decision of the protest official will be **final** unless the protester files an appeal within five (5) business days of receipt of the written decision to the (NAME OF APPEAL OFFICIAL) and addressed to:

Name

Title

Physical Mailing Address

City, State, Zip

Appeals should contain a statement of the factual and legal grounds on which reversal or modification of the decision is warranted, specifying any errors of law or fact made or information not previously considered. A new protest or additional changes to the original protest will not be allowed within the appeal process.

(NAME OF APPEAL OFFICIAL) has the discretion to request oral argument. (NAME OF APPEAL OFFICIAL) must issue a final decision no later than thirty (30) days from receipt of bidder’s appeal.

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| Sample Policy for Selection Procedures for Procurement Transactions |

The (NAME OF ENTITY) adopts the following policy for all Federally funded contracts as required by 2 CFR 200.319(c).

* There must be a **clear** and **accurate** description of all technical requirements for the material, product or service to be procured.
* The description of such set items must **not** contain features that unduly restrain competition.
* The description of set items must, at a minimum, state any **essential characteristics** or **standards** required for its intended use.
* Identify any and all other **requirements** that the offeror **must fulfill** in evaluating business proposals.

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| Sample Policy for Methods for Conducting Technical Evaluations |

The (NAME OF ENTITY) hereby adopts the following policy which applies to the selection of contractors relating to Federally funded contracts as required by 2 CFR 200.320(d)(3).

## EVALUATION TEAM

* The management section of (NAME OF ENTITY) must appoint an evaluation team. The evaluation team must consist of (?) members.

## ADMINISTRATIVE AND MANDATORY SCREENING

* All proposals will be reviewed by the evaluation team to determine compliance with administrative and mandatory requirements as specified in the RFP/RFQ. Proposals found not to be compliant will be rejected from further consideration. The evaluation team will determine the proposal most advantageous to the (NAME OF ENTITY) applying the evaluation factors set forth in the RFP/RFQ.

## CLARIFICATION OF PROPOSALS

* (NAME OF ENTITY) reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating mirror irregularities or informalities.

## ORAL PRESENTATIONS/DISCUSSIONS MAY BE REQUIRED

* (NAME OF ENTITY), at its sole discretion, may require proposers to provide an oral presentation following submission of proposals.

## EVALUATION AND REVIEW

Responsive proposals will be evaluated based on the following criteria:

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| CRITERIA | MAXIMUM SCORE |
| Technical Evaluation | (Worth 75 points) |
| 1. Corporate background and experience | 15 |
| 2. Approach and methodology | 30 |
| 3. Resumes, proposed staff qualifications | 20 |
| 4. Hudson/Veterans Small Entrepreneurship Program | 10 |
| **Cost Evaluation**\* | 25­ |
| **Total Score** | **100** |
| **Oral presentation (if required)** | **10** |

\* RFQs are evaluated without cost. Costs are determined after selection of contractor based upon

qualifications.

* The evaluation team will compile the scores and make a recommendation to the management of (NAME OF ENTITY) on the basis of the proposal with the highest score.

## TECHNICAL EVALUATION CRITERIA

* **Corporate background and experience**: 15 points
* The proposer will be evaluated on **past experience** with similar projects and pertinent corporate resources. The evaluation team will review the proposer’s experience rendering **similar services** to those stated in the RFP/RFQ.
* The evaluation team will assess the proposer’s **corporate resources** to determine proposer’s ability to support the project. Such resources may include **facilities**, **equipment** and available **staff** with unique **qualifications** and **experience**.
* **Approach and methodology**: 30 points

Each proposal will be evaluated on the proposer’s project **approach** and **methodology**. The evaluators will be looking for the following items:

* Project Organization (including identification and role of subcontractors)
* Program Manager
* Team Staffing Resources
* Support Resources
* Project Management Planning and Tracking System
* Project Reporting
* Monthly Progress/Status Reporting
* Quality Assurance
* Subcontractor Management
* Management Planning and Reporting
* Ability to coordinate effectively
* Flexibility and capacity to provide a full range of services ie: short suspense, around the clock, etc.
* **Resumes, proposed staff qualifications**: 20 points

The evaluation team will assess the resumes of the staff supplied by the proposer to determine the **qualifications** of the staff relevant to the RFP.

* **Hudson/ Veterans Small Entrepreneurship Program**: 10 points

Veteran-Owned and Service-Connected Small Entrepreneurship (Veteran Initiative) Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are **certified** Veteran or Hudson Initiative Small Entrepreneurships.

* **Cost Evaluation**: 25 points

The cost evaluation will be based upon the **hourly labor rates** for the positions submitted by the proposer. The total cost will be determined by the sum of all hourly rates stated. The proposer with the **lowest** cost will receive a score of 25 points for the cost category. The remaining proposers will receive a score based upon the following formula:  
CS = (LPC/PCx25)  
CS = Compared cost score for proposers  
LPC = Lowest proposed cost for all proposers   
PC = Proposer’s cost

* **Oral presentation**: 10 points

## In the event oral presentations are requested, they will be evaluated on the clarity of the approach and methodology.

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| Sample Policy for Utilizing Small Businesses, Minority-Owned Firms and Women Business Enterprises |

The (NAME OF ENTITY) hereby adopts the following policy applicable to all Federally funded contracts utilizing small businesses, minority-owned firms and women business enterprises as required by 2 CFR 200.321.

Accordingly, (NAME OF ENTITY) must take the following steps regarding all Requests for Proposals (RFPs) and Requests for Qualifications (RFQs) issued by (NAME OF ENTITY).

In an effort to assure that small and minority owned firms and women business enterprises are solicited as potential sources for contract opportunities issued by (NAME OF ENTITY), all RFPs and RFQs issued must be sent to the following organizations:

Women’s Business Enterprise Council South

www.wbecsouth.org

Blanca Robinson, President

**blanca@wbecsouth.org**

2800 Veterans Memorial Boulevard, Suite 180

Metairie, LA 70002

Phone: 504-830-0149

Legislative Black Caucus (NO PUBLISHED LIST)

www.llbc.louisiana.gov

Katrina Jackson, Chairwoman

[**jacksonk@legis.la.gov**](mailto:jacksonk@legis.la.gov)

Phone: 225-342-7342

New Orleans Regional Black Chamber of Commerce - NORBCC, Inc.

www.norbchamber.org

Patrice A. Williams-Smith, President/CEO

**pwilliams@norbchamber.org**

601 Louisiana Avenue, Suite 200

New Orleans, LA 70115

Phone: 504-948-0991

North East Louisiana African American Chamber of Commerce

[Millie.atkins@centurylink.com](mailto:Millie.atkins@centurylink.com)

Millie Atkins, Economic Development Manager

100 Centurylink Drive

Monroe, LA 71203

Phone: 318-388-9000

Shreveport-Bossier African American Chamber of Commerce

www.sbaacc.org

Jonathan Reynolds, Director

**info@sbaacc.org**

1315 Milam St.

Shreveport, LA 71101

Phone: 318-220-9098

Greater Southwest Louisiana Black Chamber of Commerce

www.gslbcc.org

Courtney Reynolds, President

**creynolds@gslbchamber.org**

GSLBCC-Southern Consumers

1006 Surrey Street

Lafayette, LA 70501

Phone: 337-224-4190

Louisiana Economic Development

www.opportunitylouisiana.com/smallbusiness

Stephanie Hartman, Business Development Officer

**Stephanie.hartman@la.gov**

1051 North 3rd Street

Baton Rouge, LA 70802

Phone: 225-342-5677

Louisiana Municipal Association

www.lma.org

Toye Taylor, Assistant Director

**ttaylor@lma.org**

700 N 10th Street

Baton Rouge, LA 70802

Phone: 225-344-5001

Department of Transportation and Development

www.dotd.louisiana.gov/ucp/

Stephanie Ducote, DOTD Program Director

**Stephanie.ducote@la.gov**

Post Office Box 94245

Baton Rouge, Louisiana 70804-9245

Phone: 225-379-1363

Small Business Administration

[www.sba.gov/offices/district/la/new-orleans](http://www.sba.gov/offices/district/la/new-orleans)

Jo Ann Lawrence, Supervisory Business Development Specialist

[**jo.lawrence3@sba.gov**](mailto:jo.lawrence3@sba.gov)

365 Canal St. Suite 2820

New Orleans, LA 70130

Phone: 504-589-6690

Procurement Technical Assistance Center (PTAC) Louisiana

http://www.la-ptac.org/homePage.do

Sherrie Mullins, Program Manager

**sbm3321@louisiana.edu**

PO Box 44172

Lafayette, LA 70504-4172

Phone: 337-482-6422

Goodwork Network

www.goodworknetwork.org

Phyllis Cassidy, Director

**phyllis@goodworknetwork.org**

2028 Oretha C Haley Blvd

New Orleans, LA 70113

Phone: 504-309-2073

Urban League Women’s Business Resource Center

www.urbanleagueneworleans.org

Lynnette Colin, Director

**lcolin@urbanleagueneworleans.org**

3308 Tulane Avenue, Suite 301

New Orleans, LA 70119

Phone: 504-620-9647

City of New Orleans Office of Supplier Diversity

www.nola.gov/economic-development/ supplier-diversity/

**supplierdiversity@nola.gov**

1340 Poydras Street, Suite 1000

New Orleans, LA 70112

Phone: 504 658-4200

Minority Business Development Agency

www.mbda.gov/businesscenters/neworleans

Alvin O. Williams, Project Director

**awilliams@lambc.org**

400 Poydras Street, Suite 1965

New Orleans, LA 70130

Phone: 504-293-0400

City of Baton Rouge Purchasing Department

www.brgov.com/dept/purchase/

Patti J. Wallace CPPB Director

**purchasinginfo@brgov.com**

Phone: 225-389-3259

Caddo Parish Fair Share

www1.caddoschools.org/pages/fair-share1

Lisa S. Lloyd, CPPB Director - Fair Share

Caddo Parish Public Schools

1961 Midway Avenue

Shreveport, Louisiana 71108

Phone: 318-603-6481

Caddo Parish Purchasing

www.caddo.org/index.aspx?NID=213

Valarie Jamison–Gunn, Purchasing Manager

**vgunn@caddo.org**

505 Travis St. Suite 850

Shreveport, LA 71101

Phone: 318-226-6903 Ext. 2

Shreveport Fair Share

www.shreveportla.gov/index.aspx?nid=138

Karen Barnes, Director

**Karen.Barnes@shreveportla.gov**

505 Travis, Suite 200

Shreveport, LA 71101

Phone: 318-673-5060

East Baton Rouge Parish School System Fair Share

www.ebrschools.org/apps/pages/index.jsp?uREC\_ID=238725&type=d&pREC\_ID=461001

Fredell Butler, CCA, Fair Share Coordinator

[**FButler@ebrpss.k12.la.us**](mailto:FButler@ebrpss.k12.la.us)

SEED Center Lake Charles

www.theseedcenter.org

Adrian L. Wallace, Executive Director

**awallace@allianceswla.org**

4310 Ryan St.

Lake Charles, LA 70605

Phone: 337-433-0977

Southern Regional Minority Supplier Development Council

www.srmsdc.org

Phala K. Mire, President/CEO

**pkmire@srmsdc.org**

400 Poydras St #1960,

New Orleans, LA 70130

Phone: 504-293-0400

In addition to the above, (NAME OF ENTITY) must take the following steps to engage small and minority owned firms and women business enterprises in the contracts issued by (NAME OF ENTITY) as follows:

* When ever possible divide total contract requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
* Establish delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises.
* Require the prime contractor, to solicit as subcontractors, small and minority owned firms and women business enterprises by taking the same steps stated above.
* Maintain and update the organizations listed above on an annual basis.
* Maintain and update a list of small and minority owned firms and women business enterprises as those firms become known to (NAME OF ENTITY).

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| Sample Policy for Procurement of Recovered Materials |

The (NAME OF ENTITY) hereby adopts the following policy applicable to all Federally funded contracts relating to the procurement of recovered materials as required by 2 CFR 200.322.

* Recovered materials must be procured to the maximum extent practicable.
* Procure only items designated within guidelines of the **Environmental Protection Agency (EPA)** in **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. The designated items are:
* Paper and paper products
* Vehicular products
* Construction products
* Transportation products
* Park and recreation products
* Landscaping products
* Non-paper office products
* Miscellaneous products
* Procure solid waste management services in a manner that *maximizes* **energy** and **resource** **recovery**; and
* Establish an **affirmative** procurement program for procurement of recovered materials identified in the EPA guidelines above. The required elements of said affirmative program is as follows:
* Preference programs for purchasing the designated items
* Promotion programs
* Procedures for obtaining estimates and certification of recovered materials content, and for verifying the estimates and certifications
* Annual review and monitoring of the effectiveness of the program
* This policy must extend to all contractors and to all subcontractors.

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| Sample Contract Administration/Oversight  Procedures + Project Monitoring Clause |

ADMINISTRATIVE DOCUMENTATION AND FILE MANAGEMENT

All administrative **record‐keeping** and **file management** requirements shall be maintained. Contract files shall be organized and sufficiently annotated to document the actions taken and the supporting rationale for the entire procurement process. Electronic business tools are key in ensuring data accuracy and overall transparency and should be used to the maximum extent practicable to automate aspects of contract administration. Contract administration documentation involves proper record keeping and ensuring the documentation is adequate for an audit trail. The following steps shall be taken to help ensure the contract file tells the entire acquisition story:

Furnish **essential facts** (include a description of the acquisition environment) used as a basis for informed decisions at each step in the process:

* Document the **rationale** for actions taken, for example, deciding an agreed‐upon price was fair and reasonable and restricting competition
* Furnish a complete **audit trail** that may be used to support reviews and future investigations, litigation, or congressional inquiries.

***File contents***. The following records shall be maintained in contract files, if applicable:

* **Purchase requests** (PRs), acquisition planning information, and other pre‐solicitation documents
* **Justifications** and **approvals** (J&As), determinations and findings (D&Fs), price negotiation memorandums, and associated supporting documents
* Lists of **sources** **solicited**
* Steps taken to use **small**, **minority**, **women’s‐owned**, or **labor surplus** area businesses
* Copies of **solicitations** and all **amendments**
* Copies of each **offer** or **quotation** and related abstract and records of determinations concerning late offers or quotations
* **Contractor contingent fee** representations and other certifications and representations
* Source selection **documentation**
* Certified **cost** and **pricing** **data**
* **Cost** or **price analysis**, Independent estimates, Pre‐award survey reports
* Notices of **award**, post‐award conference records
* Notices to **unsuccessful bidders** or **offerors** and records of any debriefings
* **Original signed contracts**, all contract modifications, Change Orders issued under the contract and documents supporting modifications
* **Bills**, **invoices**, **vouchers** and **supporting documents**
* Records of **payments** or **receipts**
* Receiving documentation including **purchase**, **pickup**, **receipt**, **delivery** and **inspection**
* **Contract completion** documents
* Copies of applicable **Quality Assurance Surveillance Plans** (QASP) and surveillance schedules
* Records of **inspections** performed and the results
* Memoranda of **record of minutes** of all meetings/discussions/written correspondence with contractor about performance

MONITORING AND REPORTING

All appointed personnel must have the **technical training**, **experience** and **ability** to monitor contractor performance and must be appointed in writing before contract award, and whose appointment authority shall not be re-delegated. Appointed personnel are strictly prohibited from doing any of the following:

* Obligating **funds**.
* Directing the contractor by **words**, or **actions** (failure to act), to take on new work
* Interfering with **contractor performance**.
* **Supervising** contractor or sub‐contractor’s employees.
* **Authorizing** the contractor to obtain property or use government property from another contract.
* **Modifying** contract terms and conditions by words, actions, or failure to act.
* Suggesting the contractor **hire**, **fire**, or **manage** employees.
* Making statements promising **future contract work** or **awards** or threatening to have the contractor removed.

TERMINATION OF CONTRACT

A contract may be terminated in **two** ways:

* *Termination for Cause*: implies a breach of contract by the contractor
* *Termination for Convenience*: (NAME OF ENTITY) has the right to terminate the contract for any reason.

In each case, the (NAME OF ENTITY) shall notify the contractor in writing of the following:

* **Reason** for termination
* **Effective date** of termination
* **Order** to stop work immediately
* **Submit** request to (NAME OF ENTITY) for any amounts due for work performed

In addition to the above-referenced sample policy, the below represents a sample contract clause that can also be adopted as part of the policy.

\*\*\*

SAMPLE CONTRACT CLAUSE

In accordance with the requirements stated in 2 CFR 200.318(b), the state and the contractor will adhere to the following monitoring plan:

5.1. ASSIGNED (NAME OF ENTITY) CONTRACT MONITORING PERSONNEL

5.1.1. (NAME OF ENTITY) CONTRACT MANAGER

(NAME OF PERSON) shall be appointed as the (NAME OF ENTITY) Contract Manager (CM) for this contract. (NAME OF ENTITY) shall reserve the right to replace the CM at its discretion.

5.1.2. (NAME OF ENTITY) PROJECT MANAGER

The Project Monitor (PM) for (NAME OF ENTITY) shall be (NAME OF PERSON). (NAME OF ENTITY) shall reserve the right to replace the PM at its discretion.

5.2. RESPONSIBILITIES OF (NAME OF ENTITY) PERSONNEL

5.2.1. Responsibilities of Contract Monitor

5.2.1.1. Monitors performance of the contract

5.2.1.2. Provides guidance and assistance to the Project Manager.

5.2.2. Responsibilities of Project Manager

5.2.2.1. Prepare and deliver appropriate task orders directed to the Contractor

5.2.2.2. Provide oversight and direction on the day-to-day activities of Contractor personnel

5.2.2.3. Serve as (NAME OF ENTITY) principal point of contact for Contractor project manager and act as monitor of Contractor’s performance under this contract

5.2.2.4 Regularly monitor the staffing levels of the Contractor and maintain/adjust those staffing levels in accordance with the needs of (NAME OF ENTITY)

5.3 ASSIGNED CONTRACTOR PERSONNEL

5.3.1 (NAME OF PERSON) shall be appointed as the Contractor’s Project Manager for this contract.

5.4 RESPONSIBILITIES OF CONTRACTOR’s PROJECT MANAGER

5.4.1. Serve as the day-to-day principal point of contact for the Contractor and to assure that Contractor personnel are performing within the contract scope of services.

5.4.2 Execute all task orders signed by the (NAME OF ENTITY) PM.

5.4.3. Complete monthly time sheet for all personnel evidencing the assigned task(s) worked, the time worked on the task(s) and the names of all individual performing the work.

5.4.4. Complete weekly report evidencing the task(s) worked, percentage of completion of the task(s) and a report showing the progress and accomplishments since the prior week.

5.4.5. Submit monthly time sheets will be due on the (DATE) day of the following month; all weekly reports will be due on (DAY OF WEEK).

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| Suggested Procurement Policy for Sealed Bids |

SEALED BID REQUIREMENTS

1. **Advertisement for bids** – instructions to potential bidders including: **location** and **time** and **date** for submission; availability of bid documents and duration of public inspection, deposit(s) and other bidding requirements; notice of Federal contract requirements.
2. **Information for Bidders** – instructions to potential bidders including: **bid preparation** **requirements**; details for **price submission**; **bidder qualifications**, **bid security** requirements timelines for bid and contract award; liquidated damages provisions; conditions of work; addenda and interpretations; security for performance; power of attorney; governing laws and regulations; method of bid award; and obligations of bidders.

**Requirements for a Bid Bond** – The “bid bond” shall consist of a firm commitment such as a **bond**, **certified check**, or other **negotiable instrument** accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified

1. **Requirements for a Performance Bond** – A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
2. **Requirements for a Payment Bond** – A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
3. Certifications of **non-debarment** or **suspension**.
4. Certification of **small**, **minority**, **women’s owned enterprise**.
5. Corporate **certificate** **of** **good standing**.

SEALED BID PROCEDURES

1. The sealed bid solicitation shall be **published** at least **once**, not less than 30 and not more than **45 days** before the date for filing bids in a newspaper that serves as the official publication for the grantee. If no official publication exists, then it shall be published in a newspaper published at least once weekly and having general circulation in the geographic area served by the governmental entity. Preference should be given to a newspaper published daily if available.
2. The sealed bid solicitation shall ensure the **complete plans** and **specifications** will be available on the date of the first advertisement.
3. The advertisement for the sealed bid solicitation shall indicate where specifications can be **obtained** and when and where bids will be **received** and **opened**.
4. All sealed bids received must be **date** and **time stamped** upon receipt.
5. Any sealed bid which does not arrive at the designated place by the appointed time **will not be** **considered** and **will not be opened**. The bid will be marked by the time received and returned to the bidder unopened.
6. All bids shall remain **confidential** until the public bid opening.
7. All bids submitted on time will be **publicly opened** and the sealed bids **read aloud**.
8. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. **Payment discounts** shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
9. After approval by the (NAME OF ENTITY); a **firm fixed price award** in writing to the lowest responsive, responsible bidder whose bid conforms to the advertisement for bids will be made.
10. A **bid abstract** of the bid opening will be maintained. At a minimum it will include the following:

* Date, time, and location of the bid opening;
* A listing of all bids received and the amounts of their bids
* A listing of all persons present;
* A tabulation of the bids opened;
* The award decision

1. **Unsuccessful bidders** will be promptly notified in writing.

1. Cost plus percentage of cost and percentage of construction cost contracts must not be used. [↑](#footnote-ref-1)