

# Checklist for Reviewing Procurements Under Grants by States, Local and Tribal Governments – 44 CFR pt. 13

This checklist was created to assist FEMA grantees and subgrantees in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is NOT intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of [44 C.F.R. § 13.36](#), which is the source of these requirements as they apply to State, Local and Tribal governments. In addition, the user may review FEMA’s Field Manual, [Public Assistance Grantee and Subgrantee Procurement Requirements](#), which is available on the internet by searching for “FEMA Procurement Field Manual.” If any questions arise, please contact your servicing attorney or legal counsel for assistance.

For disasters and emergencies declared prior to 26 December 2014, the relevant procurement standards are found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).<sup>1</sup> This checklist specifically addresses the procurement standards found in 44 C.F.R. § 13.36. For guidance related to the procurement standards applicable to Institutions of Higher Education, Hospitals and Private Non-Profits, please refer to PUG Checklist pt. 215. For disasters and emergencies declared after 26 December 2014, please refer to PUG Checklist pt. 200 for the applicable procurement standards for all grantees and subgrantees.

**Instructions:** Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not Applicable” or “N/A.” **Red font** is used to indicate the response which, if checked, indicates that the contract does not comply with federal procurement standards.

1. Does the procurement comply with the State’s own procurement laws, rules, and procedures? §13.36(a)  **Yes**  **No**

---

<sup>1</sup> This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

2. Does the purchase or contract include all clauses required by Federal statutes and executive orders and their implementing regulations? §13.36(a)  Yes  No

If a State or State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government, continue with the checklist.



3. **Procurement Standards**<sup>2</sup>

- a. Does the procurement comply with the Applicant's own procurement laws, rules, and procedures? §13.36(b)(1)  Yes  No
- b. Does the Applicant maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders? §13.36(b)(2)  Yes  No
- c. Does the Applicant have:
- i. Written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the award and administration of contracts? §13.36(b)(3)  Yes  No
  - ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has a real or apparent conflict of interest?<sup>3</sup> §13.36(b)(3)  Yes  No
  - iii. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?<sup>4</sup> §13.36(b)(3)(iv)  Yes  No
  - iv. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Applicant. §13.36(b)(3)(iv)  Yes  No
- d. Has the Applicant reviewed the proposed procurement to avoid the purchase of unnecessary or duplicative items? Has the Applicant *considered* consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the Applicant considered lease versus

<sup>2</sup> See, 44 C.F.R. § 13.36(b)

<sup>3</sup> 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.

<sup>4</sup> However, Applicants may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

purchase alternatives to determine the most economical approach?

§13.36(b)(4)  Yes  No

- e. *Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources?* §13.36(b)(8)  Yes  No
- f. *Is the Applicant keeping records sufficient to detail the significant history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price?* §13.36(b)(9)  Yes  No
- g. *Is the contract a time-and-materials contract?*<sup>5</sup> §13.36(b)(10)  Yes  No
- i. If so, has the Applicant documented why no other contract is suitable?  
 Yes  No
- ii. Does the contract include a ceiling price that the contractor exceeds at its own risk?  Yes  No
- h. *Is the Applicant alone* responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements? §13.36(b)(11)  Yes  No
- i. *Does the Applicant have* protest procedures<sup>6</sup> to handle and resolve disputes relating to their procurements? § 13.36(b)(12)  Yes  No
- i. *If a protest occurs*, has the Applicant disclosed information regarding the protest to the awarding agency? §13.36(b)(12)  Yes  No
- j. *Encouraged*, but not required standards.<sup>7</sup>

---

<sup>5</sup> Time and materials type contract means a contract whose cost to an Applicant 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. 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, a time-and-materials contract must set a ceiling price that the contractor exceeds at its own risk. Further, the Applicant awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. **[Note that FEMA will only reimburse costs under a time-and-materials contract for the first 70 hours of work performed.** See FEMA PA Guide (2007 ed.), pg. 53.]

<sup>6</sup> Protests in the context of the procurement under grants field includes both pre-award controversies (protests) and post-award controversies (disputes), unlike protests under Federal government contracting, where protests refer only to pre-contract award controversies.

<sup>7</sup> §13.36(b)(5) – to foster greater economy and efficiency, Applicants are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common

4. **Competition:**

- a. All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. *Does the procurement involve any of the following*<sup>8</sup> § 13.36(c):
- i. Placing unreasonable requirements on firms in order for them to qualify to do business? § 13.36(c)(1)(i)  **Yes**  **No**
  - ii. Requiring unnecessary experience and excessive bonding? § 13.36(c)(1)(ii)  **Yes**  **No**
  - iii. Noncompetitive pricing practices between firms or between affiliated companies?<sup>9</sup> § 13.36(c)(1)(iii)  **Yes**  **No**
  - iv. Noncompetitive contracts to consultants that are on retainer contracts?<sup>10</sup> § 13.36(c)(1)(iv)  **Yes**  **No**
  - v. Organizational conflicts of interest?<sup>11</sup> § 13.36(c)(1)(v)  **Yes**  **No**
  - vi. 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? § 13.36(c)(1)(vi)  **Yes**  **No**
  - vii. Any arbitrary action in the procurement process? § 13.36(c)(1)(vii)  **Yes**  **No**
- b. *Does the contract include* a state or local geographical preference for local contractors?<sup>12</sup> § 13.36(c)(2)  **Yes**  **No**
- c. Do the Applicant’s written selection procedures for procurement transactions ensure that all solicitations comply with the following: § 13.36(c)(3):

---

or shared goods and services (this section provides the authority for state schedule and mutual aid agreements, for example); §13.36(b)(6) – Applicants are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and §13.36(b)(7) – Applicants are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

<sup>8</sup> This list is non-exclusive and only serves as an example of some of the types of situations that are considered to be restrictive of competition.

<sup>9</sup> For example, bid suppression or bid rigging.

<sup>10</sup> For example, out-of-scope disaster work added to the consultant’s work on retainer.

<sup>11</sup> See, Fns 14 & 16.

<sup>12</sup> Geographic preferences are generally not allowed under FEMA grants. The only exception concerns contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. Additionally, nothing in this section preempts State licensing laws.

- i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 13.36(c)(3)(i)  Yes  No
- ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 13.36(c)(3)(ii)  Yes  No
- d. If the Applicant is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 13.36(c)(4)  N/A
  - i. Is the list current? § 13.36(c)(4)  Yes  No
  - ii. Does the list include enough qualified sources to ensure maximum open and free competition? § 13.36(c)(4)  Yes  No
  - iii. Were any potential bidders precluded from qualifying during the solicitation period?<sup>13</sup> § 13.36(c)(4)  Yes  No

5. **Methods of Procurement**

- a. Is the Applicant properly using one of the following acceptable methods of procurement? § 13.36(d):
  - i. **Small purchase procedures** § 13.36(d)(1)  Yes  No
    - 1. [Note: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the **lesser** of either (1) the federal small purchase threshold (i.e., \$150,000), or (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold.*]
    - 2. Does the procurement fall under the small purchase threshold of \$150,000? § 13.36(d)(1)  Yes  No
    - 3. Did the Applicant obtain price or rate quotations from an adequate number of qualified sources?<sup>14</sup> § 13.36(d)(1)  Yes  No

---

<sup>13</sup> Pre-qualified lists are NOT contracts. Contractors on a pre-qualified list may be solicited directly during a solicitation under full and open competition (or non-competitive procurement procedures – if all mandatory requirements are met); however, any firms not on the pre-qualified list must also be allowed to submit their qualifications, and if found qualified, allowed to submit their bid or proposal in response to the solicitation and be considered in accordance with the evaluation and award criteria established by the solicitation.

ii. **Sealed bids** § 13.36(d)(2)<sup>15</sup>  **Yes**  **No**

1. [**Note:** Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]
2. Are *all* of the following conditions to use sealed bidding present? § 13.36(d)(2)(i)  **Yes**  **No**
  - a. A complete, adequate, and realistic specification or purchase description is available § 13.36(d)(2)(i)(A)  
 **Yes**  **No**
  - b. Two or more responsible bidders are willing and able to compete effectively for the business § 13.36(d)(2)(i)(B)  
 **Yes**  **No**
  - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price § 13.36(d)(2)(i)(C)  
 **Yes**  **No**
3. *If sealed bids are used*, the following requirements apply:
  - a. Did the Applicant publicly advertise and solicit bids from an adequate number<sup>16</sup> of known suppliers, providing them sufficient response time prior to the date set for opening the bids? § 13.36(d)(2)(ii)(A)  **Yes**  **No**
  - b. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond?  
§ 13.36(d)(2)(ii)(B)  **Yes**  **No**

---

<sup>14</sup> FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is no less than three (3). See, [FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions \(FAQ\)](#), FAC No. 3.

<sup>15</sup> Sealed bidding is generally used where price is the most important evaluation factor for the Applicant. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting *the lowest priced, responsive and responsible bid*. “Responsive” refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while “Responsibility” is described at § 13.36(b)(8).

<sup>16</sup> Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of known sources under the sealed bidding method. While left undefined, Applicant is likely to meet this requirement through the application of “full and open competition.” (See fn. 26)

- c. Did the Applicant open all bids at the time and place prescribed in the invitation for bids? § 13.36(d)(2)(ii)(C)  
 **Yes**  **No**
  - d. Did the Applicant award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? § 13.36(d)(2)(ii)(D)  **Yes**  **No**
  - e. If any bids were rejected, was there a sound documented reason supporting the rejection? § 13.36(d)(2)(ii)(E)  
 Yes  **No**  N/A
- iii. **Procurement by competitive proposals**<sup>17</sup> § 13.36(d)(3)  **Yes**  **No**
- 1. **[Note:** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]
  - 2. Did the Applicant publicize the Requests For Proposals (RFPs) and identify all evaluation factors and their relative importance? § 13.36(d)(3)(i)  **Yes**  **No**
  - 3. Did the Applicant solicit proposals from an adequate number of qualified sources?<sup>18</sup> § 13.36(d)(3)(ii)  **Yes**  **No**
  - 4. Did the Applicant have a method for conducting technical evaluations of the proposals received and for selecting awardees? § 13.36(d)(3)(iii)  **Yes**  **No**
  - 5. Did the Applicant award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered? § 13.36(d)(3)(iv)  
 **Yes**  **No**
  - 6. **[Note** regarding architectural/engineering (A/E) professional services: The Applicant may use competitive proposal procedures for qualifications-based procurement of A/E

---

<sup>17</sup> Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, Applicants under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the Applicant (e.g. “best value” contracting).

<sup>18</sup> Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of qualified sources under the competitive procurement method. While left undefined, an Applicant is likely to meet this requirement through the application of “full and open competition.”

professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.]**

iv. **Noncompetitive proposals** § 13.36(d)(4))  **Yes**  **No**

1. [**Note:** Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source (or an improperly limited number of sources)]
2. Has the Applicant determined that award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals? § 13.36(d)(4)(i)  **Yes**  **No**
3. Does one or more of the following circumstances apply? § 13.36(d)(4)(i)  **Yes**  **No**
  - a. The item is available only from a single source; § 13.36(d)(4)(i)(A)  **Yes**  **No**
  - b. The public exigency or emergency<sup>19</sup> for the requirement will not permit a delay resulting from competitive solicitation; § 13.36(d)(4)(i)(B)  **Yes**  **No**
  - c. The awarding agency authorizes noncompetitive proposals; § 13.36(d)(4)(i)(C)  **Yes**  **No**
  - d. After solicitation of a number of sources, competition is determined inadequate.<sup>20</sup> § 13.36(d)(4)(i)(D)  **Yes**  **No**

---

<sup>19</sup> For an explanation of what “emergency” and exigency” mean, see PDAT Manual, pg 68.

<sup>20</sup> Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publicize the solicitation in order to resolve the competitive concerns.

6. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** § 13.36(e)

- a. Has the Applicant taken the following affirmative steps<sup>21</sup> to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible?<sup>22</sup> § 13.36(e)(1)  **Yes**  **No**  **N/A**  
**(document)**
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? § 13.36(e)(2)(i)  **Yes**  **No**  **N/A**  
**(document)**
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? § 13.36(e)(2)(ii)  **Yes**  **No**  **N/A – no potential sources**  
**(document)**
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises?<sup>23</sup> § 13.36(e)(2)(iii)  **Yes**  **No**  **N/A – not economically feasible**  
**(document)**
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises? § 13.36(e)(2)(iv)  **Yes**  **No**  **N/A – the requirement does not permit** **(document)**
- v. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce? § 13.36(e)(2)(v)  **Yes**  **No**  **N/A – not appropriate** **(document)**
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? § 13.36(e)(2)(vi)  **Yes**  **No**  **N/A – no subcontracts will be let**

---

<sup>21</sup> The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

<sup>22</sup> Collectively referred to as “socioeconomic contractors” or “socioeconomic contracting,” this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

<sup>23</sup> This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. “project splitting.”)

## 7. Contract Cost and Price

- a. If the Applicant is a grantee, was an independent estimate made before bids or proposals were received? § 13.36(f)(1)  Yes  No  N/A
- b. Did the Applicant perform a cost or price analysis?<sup>24</sup> § 13.36(f)(1)  Yes  No
- i. If a contract for professional, consulting, or architectural engineering services contracts, was the offeror required to submit the elements of its estimated costs for a cost analysis? § 13.36(f)(1)  Yes  No  N/A
- ii. If adequate price competition is lacking and price reasonableness cannot be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation, was a cost analysis conducted? § 13.36(f)(1)  Yes  No  N/A
- iii. If sole source procurement, including contract modifications or change orders is conducted, was a cost analysis conducted? § 13.36(f)(1)  Yes  No  N/A
- iv. If none of the above ((i)-(iii)), was a price analysis to determine the reasonableness of the proposed contract price conducted? § 13.36(f)(1)  Yes  No  N/A
- c. Did the Applicant negotiate profit as a separate element of the price for each contract in *which there is no price competition and in all cases where cost analysis is performed*? § 13.36(f)(2)  Yes  No  N/A
- d. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?<sup>25</sup> [Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement] § 13.36(f)(4)  Yes  No

---

<sup>24</sup> Cost or price analysis must be performed in connection with every procurement action, including contract modifications.

<sup>25</sup> This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor's entitlement is uncertain at the time of contracting; and (4) the contractor's entitlement increases commensurately with increased performance costs.

8. **Bonding requirements for construction or facility improvement contracts exceeding \$150,000**

- a. [Note: For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e., \$150,000), the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided that the awarding agency has made a determination that the awarding agency's interest is adequately protected.]
- b. If such a determination (see above) has not been made, does the procurement include the following? § 13.36(h)  Yes  No  N/A
- i. A bid guarantee from each bidder equivalent to five percent of the bid price? § 13.36(h)(1)  Yes  No  N/A
1. 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 such contractual documents as may be required within the time specified.
- ii. A performance bond on the part of the contractor for 100 percent of the contract price? § 13.36(h)(2)  Yes  No  N/A
1. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- iii. A payment bond on the part of the contractor for 100 percent of the contract price. § 13.36(h)(3)  Yes  No  N/A
1. 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.

9. **Does the contract include the following clauses?**

- a. If the contract amount exceeds \$150,000, does it address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate? § 13.36(i)(1)  Yes  No  N/A
- b. If the contract amount exceeds \$10,000, does it address termination for cause and for convenience by the grantee or subgrantee, including the manner by which it will be effected and the basis for settlement? § 13.36(i)(2)  Yes  No  N/A

- c. If the contract is for construction *in excess of \$10,000*, does it include the required Equal Employment Opportunity clause? § 13.36(i)(3)  Yes  No  
 N/A
- d. If the contract is for construction, does it include the required Copeland “Anti-Kickback” Act clause? § 13.36(i)(4)  Yes  No  N/A
- e. For construction contracts *exceeding \$2,000* awarded under a Federal grant, does the contract include a Davis-Bacon Act clause addressing prevailing wage rates? **[Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.]** § 13.36(i)(5)  Yes  No  N/A
- f. If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers, does the contract include a Contract Work Hours and Safety Standards clause? § 13.36(i)(6)  Yes  No  N/A
- g. Does the contract include a clause providing notice of awarding agency requirements and regulations pertaining to reporting? § 13.36(i)(7)  Yes  No
- h. Rights to Inventions Made Under a Contract or Agreement.<sup>26</sup> § 13.36(i)(8)  
 N/A
- i. Awarding agency requirements and regulations pertaining to copyrights and rights in data.<sup>27</sup> § 13.36(i)(9)  N/A
- j. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. § 13.36(i)(10)  
 Yes  No
- k. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. § 13.36(i)(11)  
 Yes  No

---

<sup>26</sup> Public Assistance work does not generally involve the development or use of intellectual property. Accordingly, an Applicant need not use this specific clause.

<sup>27</sup> Public Assistance work does not generally involve the development or use of intellectual property. Accordingly, an Applicant need not use this specific clause.

Current as of 11/18/2015

- l. If the contract or subgrant amount exceeds \$150,000, does the contract include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act? § 13.36(i)(12)  Yes  No  N/A
  
- m. Does the contract include mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201)? § 13.36(i)(13)  Yes  No

**END OF CHECKLIST**