



Criminal Justice Grants

THIRD-PARTY CONTRACT COMPLIANCE CHECKLIST

Email completed form to: CJgrants@fdle.state.fl.us

Recipient Name:

Application/Award #:

Third-Party Name:

Third-Party Contract ID:

Total Contract Amount:

Grant Funded Amount:

This document should be used for agreements that are determined to be a **contractor** relationship based on the CJG Subrecipient Contractor Determination Checklist. Entities passing funds through to a "contractor" must ensure compliance with 2 CFR §200.318-326 and Appendix II.

Failure to address or provide documentation of compliance with the appropriate requirements as listed below may result in a withholding of funds condition being placed on the award. This type of condition will prevent the review and approval of any reimbursement requests, ultimately delaying payment.

Part I: Procurement Review

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|---|-----|----|
| 1. Is the third-party debarred or suspended in SAM.gov? If yes, contract is not eligible for reimbursement with federal funds. Note: Documentation of your search must be maintained for monitoring. | Yes | No |
| 2. Is the third-party registered with the E-Verify System in accordance with Section 448.095(5), Florida Statutes? If no, contract is not eligible for reimbursement with federal funds. | Yes | No |
| 3. Is the selection of the third-party in accordance with the federal procurement standards identified in 2 CFR §200.318-326? (or your local policy – whichever is more stringent) | Yes | No |
| 4. Is the selection of the third-party free from any direct or perceived conflict of interest? 2 CFR 200.318(c) | Yes | No |
| 5. Which procurement method was used to select the third-party? | | |
| 6. Is documentation related to the method of procurement, selection of the contract type, contractor selection/rejection, and the basis contract price available upon request? 2 CFR 200.318(i) | Yes | No |
| 7. Has a documented cost analysis been completed and are all elements of the agreement deemed allowable, reasonable, necessary, and allocable to the proposed application? | Yes | No |

Part II: General Agreement Review

- | | | | |
|---|-----|----|-------|
| 1. Does the grant project period fall within the third-party contract dates? | Yes | No | Page: |
| 2. Does the third-party contract include a clause for how disputes will be addressed? | Yes | No | Page: |
| 3. Does the third-party contract include all applicable reporting requirements necessary to comply with federal award conditions? | Yes | No | Page: |
| 4. Does the third-party contract include notification that the awarding agency reserves a royalty-free right to reproduce, publish, and/or use the work for awarding agency purposes? | Yes | No | Page: |



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|---|-----|----|-----------|
| 5. Does the third-party contract include a provision permitting access to any books, documents, papers, and records for review by the recipient, awarding agency (at any tier), and the Comptroller General? | Yes | No | Page: |
| 6. Does the third-party contract include a provision requiring the contractor to retain all records for a period of five years after the subaward is closed? | Yes | No | Page: |
| 7. Does the third-party agreement contain provisions requiring the tiered subrecipient be registered in and utilize the E-Verify System in accordance with Section 448.095(5), Florida Statutes? | Yes | No | Page: |
| 8. For agreements with individuals, small businesses, or nonprofits, does the third-party contract include notification that any discovery or invention must be reported to the awarding agency? | Yes | No | N/A Page: |
| 9. For agreements in excess of \$10,000, does the third-party contract contain a provision for termination for cause and for convenience, including the prescribed procedure and the basis for settlement? | Yes | No | N/A Page: |
| 10. For agreements in excess of \$100,000, has the contractor completed and submitted the required lobbying certification? | Yes | No | N/A Page: |
| 11. For agreements in excess of \$150,000, does the third-party contract include the required provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)? | Yes | No | N/A Page: |

Part III: Construction Contracts Only

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|---|-----|----|-----------|
| 1. Does the third-party contract include the Equal Employment Opportunity clause prescribed in 41 CFR 60 -1.4(b)? | Yes | No | N/A Page: |
| 2. For an agreement in excess of \$2,000, does the third-party contract include the clauses required by the Davis-Bacon Act (40 U.S.C. 3141-3148)? | Yes | No | N/A Page: |
| 3. For an agreement in excess of \$100,000, does the third-party contract include the clauses required by the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)? | Yes | No | N/A Page: |

***** DETERMINATION *****

Part IV: Certification

As the duly authorized representative, I acknowledge, understand and agree to abide by all applicable federal contracting provisions established in 2 C.F.R. 200.318-326. I understand the failure to comply with all provisions and conditions regarding procurement contracts under federal awards may result in the withholding of funds, disallowance of project costs, and/or classification of questioned costs. Additionally, I understand documentation to verify compliance with the provisions above must be maintained and provided at the time of monitoring.

Signature:

Date:

Name:

Title: