



# Third-Party Contract Compliance Checklist

Upon completion, email a copy of this form to: [criminaljustice@fdle.state.fl.us](mailto:criminaljustice@fdle.state.fl.us)

**Applicant Name:**

**FDLE Application #:**

**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 OCJG 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

- |    |  |     |    |
|----|--|-----|----|
| 1. | Is the third-party debarred or suspended in SAM.gov?<br>Note: Documentation of your search must be maintained for monitoring.<br><br><b>If yes, contract is not eligible for reimbursement with federal funds.</b> | Yes | No |
| 2. | 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 |
| 3. | Is the selection of the third-party free from any direct or perceived conflict of interest? <a href="#">2 CFR 200.318(c)</a>   | Yes | No |
| 4. | Which procurement method was used to select the third-party?   |     |    |
| 5. | Is documentation related to the method of procurement, selection of the contract type, contractor selection/rejection, and the basis contract price available upon request? <a href="#">2 CFR 200.318(i)</a>       | Yes | No |
| 6. | 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? Page:  | Yes | No |
| 2. | Does the third-party contract include a clause for how disputes will be addressed? Page:   | Yes | No |
| 3. | Does the third-party contract include all applicable reporting requirements necessary to comply with federal award conditions? Page:   | Yes | No |
| 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? Page: | Yes | No |



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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?            | Page: | Yes | No |     |
| 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?  | Page: | Yes | No |     |
| 7. 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?                        | Page: | Yes | No | N/A |
| 8. 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?              | Page: | Yes | No | N/A |
| 9. For agreements in excess of \$100,000, has the contractor completed and submitted the required lobbying certification?   | Page: | Yes | No | N/A |
| 10. 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)? | Page: | Yes | No | N/A |

### Part III: Construction Contracts Only

- |   |       |     |    |     |
|---|-------|-----|----|-----|
| 1. Does the third-party contract include the Equal Employment Opportunity clause prescribed in 41 CFR 60 -1.4(b)?   | Page: | Yes | No | N/A |
| 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)?                                | Page: | Yes | No | N/A |
| 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)? | Page: | Yes | No | N/A |

### 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: