

## **Guidance on Procurement & Equipment for Summer ARRA**

### **Procurement Background**

The Southern Nevada Workforce Investment Board (SNWIB), its service providers, contractors and/or subcontractors who are in receipt of WIA Title I Funds , down to the lowest tier, are required to establish procurement standards that are at a minimum in compliance with all of the federal, state, and local regulations. This includes stipulations for procedures for all goods and services.

*Please reference SNWIB Policy 2.2r#4 - Procurement (December 12, 2008)*

### **Related provisions per the *Additional Assurances* Section 12& 14 of Summer ARRA Contract (page 12):**

Section 12. **Procurement:** Contractor assures all purchases of consumable supplies or materials, capital equipment and/or services made pursuant to this Contract shall be performed in accordance with SNWIB Procurement Policies and OMB Circular A-133.

Section 14. **Subcontracting:** Contractor assures that all subcontracts, (except on-the-job training contracts which shall conform to applicable program guidelines), are subject to SNWIB approval prior to implementation. Only work or services provided in this contract may be subcontracted; furthermore, such subcontracts must be identified in the appropriate program or services budget. Written agreements for any work or services subcontracted shall be provided to the SNWIB accompanied by a written request for approval of the subcontract, and must be kept on file by the Contractor. The request for approval of any proposed subcontract shall include a subcontract monitoring plan that describes the planned dates and content of each subcontract monitoring visit. The Contractor shall provide a written report of each monitoring visit to the SNWIB within ten days of each visit. All subcontracts shall include all requirements, restrictions, certifications and assurances that apply to this Contract.

### **Procurement Documentation of Partnerships and Sub-Contractors (per technical assistance provided by DOL)**

The grantee is responsible for following the procurement standards for partners specified in the grant agreement as well as service provider procured after grant award. OMB circulars and administration requirements require that all procurement procedures be conducted, as practical, to provide open and free competition.

In the case where partners in the grant are not selected through a competitive procurement, the procurement standards still require that there be a record of the procurement history for each procurement provided, for the basis of selection and, if applicable, justification for the lack of competition.

This documentation should also include the basis for award of cost or price. Some form of cost or price analysis must be performed and documented for every procurement action. There are also requirements that must be adhered to for the provisions of contract administration, contract provision, codes of conduct and procurement procedures (of all sub-contracts).

To qualify as a partner organization the named sub-recipient would need to have been part of the proposal development, to have brought some resources into the program, and to be an integral part of the project scope of work. The involvement of the partner organization in the development of these activities needs to be adequately document in the procurement record.

The following criteria may be used to determine if an entity providing service under the grant is a service provider or a partner.

Service provider	Partner
<ul style="list-style-type: none"> <li>• Performs in accordance with specification</li> <li>• Usually procured through an RFP</li> <li>• May be a sub recipient or a vendor</li> </ul>	<ul style="list-style-type: none"> <li>• Part of a joint proposal or funding</li> <li>• Contributes resource to the program</li> <li>• Integral part of scope of work</li> <li>• One partner receive grant award on behalf of the partnership</li> <li>• Maintains document regard the partnership formation</li> </ul>

### **Equipment**

*Please reference SNWIB Policy 2.5r#2 - Property Management (December 10, 2008)*

#### **Related provisions per the *Additional Assurances* Section 13 of Summer ARRA Contract (page 12):**

Section 13. **Use and Disposition of Equipment:** Contractor assures that all expendable and non-expendable equipment purchased under this contract with an acquisition cost of \$500 or more per unit is property of the SNWIB. All such equipment must be acquired, utilized and disposed of in accordance with guidelines prescribed by the SNWIB. Contractor shall tag and appropriately identify all WIA equipment, including devices and machines used for training, instruction, evaluation or other service delivery and any other property or supplies procured or otherwise acquired under this agreement.

Contractor shall maintain all such property in good working order at all times and shall provide All Risk Insurance as may be required by SNWIB for such property, with the SNWIB named as an insured under the policy. Contractor shall maintain adequate safeguards to prevent loss, damage, misuse or theft of such property. Contractor shall investigate, fully document and immediately report to the SNWIB any such loss, damage, misuse or theft.

Upon termination of this contract, Contractor shall account for and transfer all remaining equipment and other property purchased or otherwise acquired under this contract to SNWIB in the time and manner prescribed by SNWIB. Property procured with WIA funds or transferred from programs must be used for WIA purposes. Contractor shall maintain records of any WIA equipment and other such property produced with contract funds or otherwise acquired under this contract in accordance with requirements established by SNWIB pertaining to the maintenance of records to provide property description, identification numbers, acquisition date and cost, source, location, use, condition, and disposition. Contractor shall retain such property records for three years after the

approved disposition of such equipment or property. Contractor shall retain such property records beyond three years if any litigation or audit is begun or a claim is instituted [WIA State Compliance Policy 5.4] and until such time as the litigation, audit or claim is resolved.

### **Equipment/Inventory Documentation**

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