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Family and Workforce Centers of America (FWCA) is the fiscal agent and workforce support organization for Saint Louis County Workforce Development.

SUBJECT:

STLCOWD Procurement Policy

ATTACHMENTS (if any): (N/A)

This Issuance is an official policy of St. Louis County Workforce Development.

This Issuance Affects:

- Workforce Innovation and Opportunity Act (WIOA) Programs
Title I: Adult
Title I: Dislocated Worker
Title I: Youth

FOR THE ATTENTION OF:

All applicable WIOA staff or subcontractors—Implementation of this policy is immediate and continuous.

RESCISSIONS: N/A

REFERENCES:

OWD Issuance – Selection or Designation of Service Providers, Including One-Stop-Operators, Training Providers, and Youth Providers by Local Workforce Development Boards.

## **SUMMARY**

This policy describes the policies and procedures of St. Louis County Workforce Development (STLCOWD) procurement procedures.

## **BACKGROUND**

STLCOWD and its sub-recipients have the responsibility to institute internal controls that safeguard funding. STLCOWD and its sub-recipients must make the best judgement in instituting the most appropriate and cost-effective internal control processes in their respective organizations.

## **SUBSTANCE**

The following are STLCOWD's procurement procedures. In addition, staff members with the authority to approve purchases will receive a copy of and be familiar with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### **A. PROCUREMENT PROCEDURES**

1. STLCOWD shall avoid purchasing items that are not necessary for the performance of its activities, particularly those activities required by an award.
2. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical procurement. This analysis should only be made when both lease and purchase alternatives are available to the program.
3. Some form of cost or price analysis shall be made for every procurement. Price analysis may be made in various ways, including comparison of price quotations submitted or market prices. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

*Note: OMB has explained this requirement by providing for "considerable latitude in determining the appropriate form of the cost or price analysis, depending on the nature and size of the procurement." Therefore, STLCOWD shall implement efficient and reasonable comparison procedures. Cost/price analysis for routine supplies may be performed at the beginning of the year to identify a vendor to be used for the entire year.*

4. Documentation of the cost and price analysis associated with each procurement decision shall be retained in the procurement files pertaining to each Federal award.
5. For all procurements that exceed the Simplified Acquisition Threshold (\$350,000); procurement records and files shall be maintained to include all the following:
  - a. The basis for contractor selection.
  - b. Justification for lack of competition when competitive bids or offers are not obtained.
  - c. The basis for award cost or price.

6. STLCOWD shall make all procurement files available for inspection upon request by an awarding agency, auditors or STLCOWD Board of Directors.
7. (Federal awards only) All contracts with vendors shall require the vendor to certify in writing that it has not been suspended or disbarred from doing business with any Federal agency. (Alternatively, STLCOWD may research potential vendors on the Excluded Parties List at the GSA\ website).
8. STLCOWD shall not utilize the “cost-plus-a-percentage-of-costs method of contracting.

*All staff members with the authority to approve purchases will receive a copy of and be familiar with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

## **B. PROCUREMENT METHODS**

STLCOWD utilizes several methods to procure goods and services:

- Purchasing cards
- Purchase requests (generally for procured items >\$3,500)

See page 4 - 5 for a summary of approved methods and limits for acquiring goods and services. Purchase requests are:

- Used to give a vendor approval to sell to STLCOWD
- Used to control expenses
- Approved and issued prior to purchase

A properly completed purchase request shall be required for each purchase decision (i.e., total amount of goods and services purchased, not unit cost) with the exception of travel advances and expense reimbursements, which require the preparation of a separate form described elsewhere in this manual. A properly completed purchase requests shall contain the following information, at a minimum:

1. Specifications or statement of services required
2. Vendor name, address, point of contact and phone number
3. Delivery or performance schedules
4. Delivery, packing and transportation requirements
5. Special conditions (if applicable)
6. Catalogue number, page number, etc. (if applicable)
7. Net price per unit, less discount, if any
8. Total amount of order
9. Authorized signature
10. Date purchase request was prepared
11. Source of funding (if applicable)

*Note: A requisition form is the official STLCOWD document used to initiate a purchase request. The requisition must be completed in detail, as described above, and approved by the appropriate personnel*

*based on approval guidelines stated below. Once completed and approved, the requisition is forwarded to Finance for review and issuance of the purchase request.*

Blanket purchase requests (for an accrued amount) can be established at the start of a fiscal period to authorize purchases from a vendor up to a set amount, thereby eliminating the need for monthly purchase requests for standard purchases.

Purchase requests shall be pre-numbered. Purchase request numbers are generated sequentially from STLCOWD's automated purchasing system. The use of unauthorized purchase request numbers (i.e. either numeric or alphanumeric-such as an individual's name) will be considered a violation of STLCOWD purchasing policies.

### **C. CHANGES TO PURCHASE REQUESTS**

Any alteration in specifications, delivery point, period of performance, price, quantity, or other terms will require a change in the existing purchase request. The Change Request must be approved by the same approval authority or higher that approved the original requisition.

*Note: for purchases made with unrestricted funds, Finance is authorized to approve price increases of 10% or less of the total cost. Finance must be notified in writing in order to make this change. If the 10% price increase causes the price to exceed the micro-purchase amount, then the transaction is subject to the bid process.*

*This exemption does not apply to purchases made with funds restricted by either award or contributor.*

A completed Change Request Requisition should include a list of all the changes referencing the item, line number, quantity, and new total dollar amount. Once a completed and approved Change Request Requisition is received in Finance, Finance will issue a Change Request document to the vendor.

The Finance Department is not authorized to make any other changes without written approval from the requestor and Chief Executive Officer. Any changes made that are not in accordance with change request policy will be considered unauthorized and must be approved by the Chief Executive Officer or his/her designee.

### **D. CANCELLATION OF PURCHASE REQUESTS**

The requesting department must provide a written notification to STLCOWD of a cancellation of a Purchase Request. Written notification of cancellation must occur within seven (7) days of initial purchase. Include the identifying purchase request number, vendor name, reason for cancellation, your department and account number (if applicable). Cancellations must be fully coordinated with the vendor to ensure that canceled items are not subsequently received. Some cancellations could result in a penalty and a charge to the department.

## E. AUTHORIZATIONS & PURCHASING LIMITS

All completed purchase requests must be signed by the preparer and approved by the Executive Director. The following table displays required approvals and solicitations:

Amount of Purchase	Required Approvals	Required Solicitation
< \$500 ≤ \$3,500	Exec. Director of STLCOWD Exec. VP of Finance - FWCA President/CEO of FWCA	2 Telephone, fax or electronic bids
\$3,501 ≤ \$10,000	Exec. Director of STLCOWD Exec. VP of Finance - FWCA President/CEO of FWCA	2 Telephone, fax or electronic bids
\$10,001 ≤ \$150,000	Exec. VP of Finance - FWCA President/CEO of FWCA	3 written or electronic bids
> \$150,001	President/CEO of FWCA	3 written or electronic bids

The Chief Executive Officer is authorized to enter into any contract on behalf of STLCOWD.

*Editor's Note: Organizations may also consider establishing a policy whereby certain types of contracts, such as leases and others, or contracts in excess of a specified dollar threshold shall be reviewed by outside legal counsel.*

## F. REQUIRED SOLICITATION OF QUOTATIONS FROM VENDORS

Solicitations for goods and services (requests for proposals (RFP) ≥ \$50,000) should provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. Descriptions shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals (see the next section entitled "Evaluation of Alternative Vendors" for required criteria).
3. Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when appropriate.
5. The acceptance, to the extent practical, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practical, for products and services that conserve natural resources and protect the environment and are energy efficient.
7. Preference for recycled products pursuant to EPA guidelines.

8. A description of the format, if any, in which proposals must be submitted, including the name of the person to whom proposals should be sent.
9. The date by which proposals are due.
10. Required delivery or performance dates/schedules.
11. Clear indications of the quantity(ies) requested and unit(s) of measure.
12. Some Request for Quotes/Request for Proposals solicitations may be posted on our website.
13. As appropriate, STLCOWD reserves the right to select contractors based on experience and previous performance. STLCOWD will complete a Grant Award Subrecipient Selection Justification form to procure services approved by the CEO.
14. For RFP, if less than three written or electronic bids are received, an extension of the due date is allowed (if time permits). If no additional entries or the received number of entries are less than three (3), the RFP committee will provide reasoning why a selection was determined.

#### **G. EXTENSIONS OF DUE DATES & RECEIPT OF LATE PROPOSALS**

Solicitations should provide for sufficient time to permit the preparation and submission of offers before the specified due date. However, an extension may be granted if a prospective offeror so requests. Vendor proposals are considered late if received after the due date and time specified in the solicitation. Late proposals shall be so marked on the outside of the envelope and retained, unopened, in the procurement folder. Vendors that submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

#### **H. EVALUATION OF ALTERNATIVE VENDORS**

Vendors shall be evaluated on a weighted scale that considers the following criteria:

1. Adequacy of the proposed methodology
2. Demonstrated experience and skilled key personnel
3. Other technical specifications designated by department requesting proposals
4. Compliance with administrative requirements of the request for proposal (format, due date, etc.)
5. Vendor's financial stability
6. Vendor's demonstrated commitment to the nonprofit sector
7. Results of communications with references supplied by vendor
8. Ability/commitment to meeting time deadlines
9. Cost
10. Minority- or women-owned business status of vendor
11. Other criteria (to be specified by department requesting proposal)

Not all of the preceding criteria may apply in each purchasing scenario. However, the department responsible for the purchase shall establish the relative importance of the

appropriate criteria prior to requesting proposals and shall evaluate each proposal on the basis of the criteria and weighting that have been determined.

After a vendor has been selected and approved, the final selection shall be approved by the Chief Executive Officer prior to entering into a contract.

## **I. AFFIRMATIVE CONSIDERATION OF MINORITY, SMALL & WOMEN-OWNED BUSINESSES**

Positive efforts shall be made by STLCOWD to utilize small businesses, minority-owned firms, and women's-owned business enterprises, whenever possible. Therefore, the following steps shall be taken:

1. Ensure that small business, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts tend to subcontract with small businesses, minority-owned firms and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority owned firms and women's business enterprises when a contract is too large for one of these firms to handle.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the minority-owned firms and women's business enterprises.

## **J. AVAILABILITY OF PROCUREMENT RECORDS**

STLCOWD shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as requests for proposals, when any of the following conditions apply:

- The process does not comply with STLCOWD's procurement standards.
- The procurement is expected to exceed the Simplified Acquisition Threshold (\$350,000) and is to be awarded without competition or only one bid is received.
- The procurement exceeds the Simplified Acquisition Threshold and specifies a "name brand" product.
- The proposed award exceeds the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement.
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the Simplified Acquisition Threshold.

### **I. Provisions Included in All Contracts – Government Grants per 2 CFR 200**

STLCOWD includes all of the following provisions, as applicable, in all contracts charged to Federal awards (including micro-purchases) with vendors and subgrants to grantees:

- a) *Equal Employment Opportunity*: All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b) *Anti-Kickback Act of 1986*: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by STLCOWD and its subrecipients shall contain a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. STLCOWD will report all suspected or reported violations to the Federal awarding agency.
- c) *Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)*: If included in the Federal agency's grant program legislation, all construction contracts of more than \$2000 awarded by STLCOWD and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. STLCOWD will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. STLCOWD shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. STLCOWD shall report all suspected or reported violations to the Federal awarding agency.
- d) *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*: [Where applicable] All contracts awarded by STLCOWD in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 40 U.S.C. .3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e) *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended*: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- f) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*: For all contracts or subgrants of \$100,000 or more, STLCOWD shall obtain from the contractor or subgrantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- g) *Debarment and Suspension (E.O.s 12549 and 12689)*: For all contracts, STLCOWD shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- h) *Remedies*: All contracts in excess of the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41

U.S.C. 1908, shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

- i) *Termination*: All contracts in excess of \$10,000 shall contain suitable provisions

for termination by STLCOWD, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

## II. Special Purchasing Conditions

Special Purchasing Conditions (SPO) include types of conditions that require compliance with local, state, and federal acquisitions, regulations, product/service considerations, and emergency conditions (public health, safety, etc.). SPOs should detail the supplier's obligations and acceptance of the order.

### a) *Emergencies:*

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of Organization property is involved. Must follow specific procurement standards, providing available cost/service comparisons, and written justification.

### b) *Single Distributor/Source:*

Sole source purchases will be made only when solicitation of multiple vendors is not feasible and one of the following conditions apply:

- a. The item of service is only available from one source,
- b. The situation is a public emergency
- c. The awarding agency approves the purchase, or
- d. Competition is deemed inadequate (insufficient bidders)

A cost/price analysis is required and (if charged to an award) approval from the funding agency may be necessary if the purchase is over the Simplified Acquisition Threshold.

### c) *Noncompetitive Procurement:*

In accordance with 2CFR 200. STLCOWD may utilize a noncompetitive procurement method in the event of a public exigency or emergency that will not permit a delay resulting from providing public notice of a competitive solicitation. In the event STLCOWD chooses to use this method, it shall, as necessary, make such request in writing to the Federal agency or pass-through entity for written approval.

## III. Right to Audit Clause

STLCOWD requires a "Right to Audit" clause in all contracts between STLCOWD and vendors that either:

1. Take any form of temporary possession of assets (including payments) directed for STLCOWD, or

2. Process data that will be used in any financial function of STLCOWD.

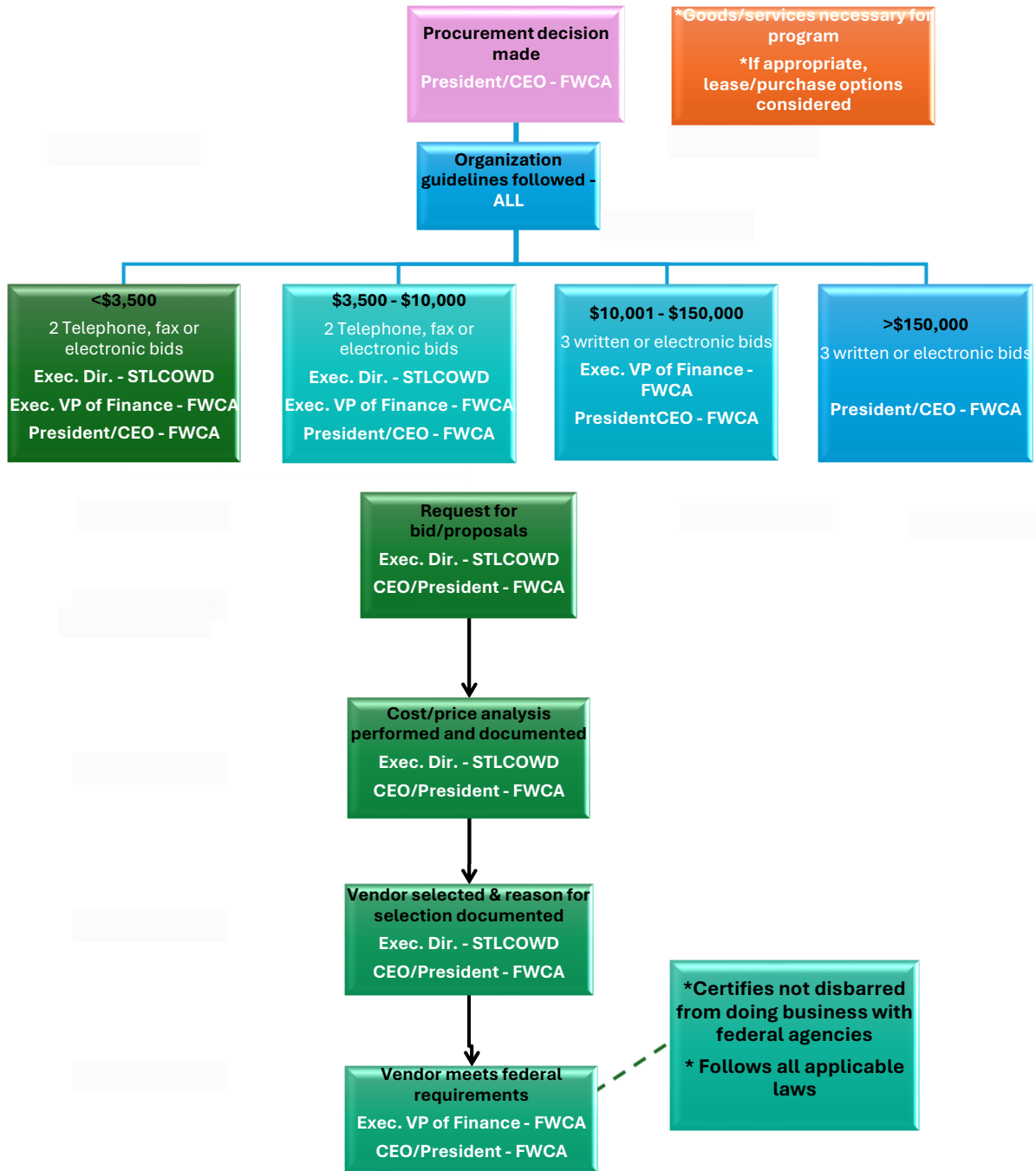
This Right to Audit clause shall permit access to and review of all documentation and processes relating to the vendor's operations that apply to STLCOWD, as well as all documents maintained or processed on behalf of STLCOWD, for a period of three years. The clause shall state that such audit procedures may be performed by STLCOWD employees or any outside auditor or contractor designated by STLCOWD.

#### IV. Vendor Files and Required Documentation

The Finance Department shall create a vendor file for each new vendor from whom STLCOWD purchases goods or services.

The Finance Department shall mail a blank Form W-9 to new vendors and request that the vendor complete and sign the W-9 (or provide equivalent, substitute information) and return it in the postage-paid envelope provided. Completed, signed Forms W-9 or substitute documentation shall be filed in each vendor's folder. Vendors who do not comply with this request shall be issued a Form 1099 at the end of each calendar year in accordance with the policies described in the section of this manual on "Government Returns." The Finance Department may also withhold payment from vendors who do not comply with this request until such documentation is received. See the section on "Payroll and Related Policies" for guidance on determining whether a vendor should be treated as an employee.

The following flowchart summarizes the procurement process under Federal regulations:



## V. Receipt and Acceptance of Goods

A designated individual shall inspect all goods received. Upon receipt of any item from a vendor, the following actions shall immediately be taken:

1. Review bill of lading for correct delivery point
2. Verify the quantity of boxes/containers with the bill of lading
3. Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.)
4. Sign and date the bill of lading
5. Remove the packing slip from each box/container
6. Compare the description and quantity of goods per the purchase request to the packing slip
7. Examine goods for physical damage
8. Count or weigh items, if appropriate, and record the counts on the purchase request (receiving report in system). (NOTE: It is imperative that only items received be recorded.)

This inspection must be performed in a timely manner (within two (2) business days) to facilitate prompt return of goods and/or communication with vendors.

*Note: To the extent possible, the person(s) assigned responsibility for receiving and accepting goods should be separate from the person(s) responsible for purchasing and bill-paying.*

### **TIMELINE**

Immediate and continuous

### **INQUIRIES**

Please direct all questions or comments regarding this Issuance document to [ita-etp@fwca-stl.com](mailto:ita-etp@fwca-stl.com). All active, expired, or rescinded Issuances are available upon request.