



HARVARD UNIVERSITY
VENDOR JUSTIFICATION/PRICE VERIFICATION FORM (VJF)

A vendor is a supplier providing goods or services to Harvard.
Harvard uses the term "vendor" interchangeably with the term "contractor."

Requisition/PO/PR NO (if known): Date: Vendor:

Table with 7 columns: Tub, Org., Obj., Fund, Activity, Subact., Root. Includes TUB AND ORG NAME and ACCT.CODE labels.

Purchased with: Federal Funds (100000-199999) Cost-Share Funds All Other Fund Types

Harvard University requires vendor selection justification and price verification for orders > \$10,000 purchased with Federal funds (100000-199999 fund range). All individuals making purchases on behalf of Harvard must follow the conflict of interest standards outlined in Appendix A as well as any other of Harvard's existing conflict of interest policies (see Procurement Policy Related Resources). Purchases made with cost-share funds or journaled onto Federal funds must also meet these requirements. Schools and units must complete the electronic VJF in HCOM and keep back-up documentation on file. It is a best practice to use this form and follow the requirements listed in Appendix B of the Procurement Policy. Schools and units may have more restrictive vendor review requirements; contact your local Procurement or Finance Office for guidance.

All purchases made with Federal funds may be subject to a Federal audit at any time. All such purchases should be made prudently and are subject to fair and reasonable pricing. Internal documentation such as purchase orders, invoices, copies of competitive quotes or proposals, or cost/price analysis should be retained as justification of reasonable pricing for items >\$10,000. A justification for non-competitive bid/sole source selection should also be retained. See the Procurement Policy and Procure-to-Pay Manual for additional information. Note: A subcontract formally negotiated through and signed by OSP does not require a VJF.

Order Thresholds

Check appropriate boxes, complete required fields and file this form with your department award records or upload into HCOM.

Table with 2 columns: checkbox and description. Rows include thresholds like <=\$10,000, >\$10,000-\$250,000, >\$250,000-\$699,999, and >=\$700,000 with detailed instructions for each.

SECTION A - Vendor Quotes

Retain copies of bids/quotations in department files. Note PR number above.

Competitive Bid: Minimum of two bids required, three preferred.

Table for Contractor information with columns: Contractor Name, Total Price, Quote Contact, Quote Date. Rows for Contractor A, B, and C.



SECTION B – Sole Source/Non-Competitive Bid

Retain Vendor selection documentation in department files.

If a noncompetitive purchase/bid check one or more of the following boxes:

Item or service is available only from a single source.

Supply a brief description and explanation for reason vendor is unique (see [VJF examples](#)):

- Public emergency procurement will not permit a delay in competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.
- The Federal awarding agency or pass-through expressly authorizes noncompetitive proposals (must be documented).
Continuity of existing research/work.

Supply a brief description (see [VJF examples](#)):

SECTION C – Selection of Source and Price Reasonableness

Retain Vendor selection documentation in department files.

Cost/ Price Analysis Select *one or more* of the following statements to indicate that the bid price was fair and reasonable.

- The quoted prices incorporate discounts not available to the general public & reflect substantial savings (e.g. Preferred Vendor or contract partnership agreements, negotiated pricing, etc.).
- The quoted prices compare favorably to previous prices paid for the same or similar items on Payment Req.: _____
- The quoted prices compare favorably to Harvard internal estimates (e.g. HUIT, UOS, etc.) for similar items.
- The quoted prices were reviewed as part of Harvard’s overall proposal by the federal sponsoring agency & found to be acceptable.
- The contractor has stated that the quoted prices are no greater than those charged to the contractor’s most favored customer.
- The price was obtained from a current catalogue or standard printed price list.
- Other (e.g., cost analysis for construction projects).

Department Authorization (Signature of the department buyer who initiated the purchase):

Signature _____ Date: _____ Email Address: _____

Name (please print): _____ Telephone Number: _____

NOTE: All individuals making purchases on behalf of Harvard must follow the conflict of interest standards outlined in [Appendix A](#) as well as any other of Harvard’s existing conflict of interest policies (see [Procurement Policy Related Resources](#)).



Subrecipient (or OSP Administered Subcontract) vs Contractor

The terms vendor and contractor substantially have the same meaning and may be used interchangeably. For consistency purposes, when Harvard provides funds from a federal award to a non-federal entity, the non-federal entity receiving these funds is classified as a subrecipient/OSP Subcontract or a vendor/contractor based on the nature of the agreement and the criteria in 2 CFR §200.330.

Before entering into a relationship with another entity under a sponsored award in which the other entity will provide goods or services or substantive, programmatic work to Harvard as the prime recipient of funding, a determination must be made as to the nature of the legal relationship of Harvard and other entity, which in turn will determine the type of legal agreement required to document the relationship. This is a significant decision because it determines the allocation of responsibilities and influences the appropriate application of indirect cost rates.

See [Subrecipient vs Contractor Guidance on Appropriate Classification of Legal Relationship](#) for additional information.

Note: a contractor/vendor who may subcontract work is required to collect debarment certification from those additional subcontractors.

A subrecipient relationship is appropriate when:	A contractor/vendor relationship (including that of an individual acting as a vendor for consulting services) is appropriate when:
<ul style="list-style-type: none"> • Substantive, programmatic work or an important or significant portion of the research program or project is being undertaken by the other entity. • The research program or project is within the research objectives of the entity. • The entity participates in a creative way in designing and/or conducting the research. • The entity retains some element of programmatic control and discretion over how the work is carried out. • The entity commits to a good faith effort to complete the design or conduct of the research. • The entity makes independent decisions regarding how to implement the requested activities. • A principal investigator has been identified at the entity and functions as a “Co-Investigator.” • There is the expectation that the entity will retain ownership rights in potentially patentable or copyrightable technology or products that it produces in the course of fulfilling its scope of work. • Publications may be created or co-authored at the entity. • The entity provides cost sharing or matching funds for which it is not reimbursed by Harvard. • The entity regards itself, and/or is regarded by Harvard, as “engaged in research” involving human subjects under the Common Rule and therefore requires approval for its interactions with human subjects. 	<ul style="list-style-type: none"> • The entity is providing specified services in support of the research program. • The entity has not significantly participated in the design of the research itself, but is implementing the research plan of the Harvard investigator. • The entity is not directly responsible to the sponsor for the research or for determining research results. • The entity markets its services to a range of customers, including those in non-academic fields. • Little or no independent decision-making is involved in the design and conduct of the research work being completed. • The agreement only specifies the type of goods/services provided and the associated costs. • The entity commits to deliverable goods or services, which if not satisfactorily completed will result in nonpayment or requirement to redo deliverables. • The entity does not expect to have its employees or executives credited as co-authors on papers that emerge from the research. • The expectation is that the work will not result in patentable or copyrightable technology or products that would be owned by the entity. • In the case of an individual vendor of consulting services, the person has no employment relationship with Harvard, either academic or administrative in nature.