



# Procurement Under the FEMA Public Assistance (PA) Grant Program

The financial assistance provided through the FEMA Public Assistance (PA) Grant Program is subject to the federal procurement under grants standards found at 2 C.F.R. § 200.317 - 200.326.

Disaster Recovery Services (DRS) has developed the following procurement package to provide general guidance to the PA Assistance Applicant on how to comply with the federal procurement requirements when seeking FEMA reimbursement.



## What is your Public Assistance (PA) entity type?

In order to determine which federal rules apply, the PA applicant must first determine if is a state entity or a non-state entity as defined under the federal procurement rules.

**State Entity** means any state of the U.S., District of Columbia, Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, America Samoa, Commonwealth of Northern Mariana Islands, or any agency or instrumentality thereof exclusive of local government. State entities must follow the same policies and procedures used for procurement for non-federal funds (2 C.F.R. § 200.317), comply with 2 C.F.R. § 200.322 (Procurement of Recovered Materials), and ensure that every purchase order or other contract includes applicable contract clauses found at 2 C.F.R. § 200.326.

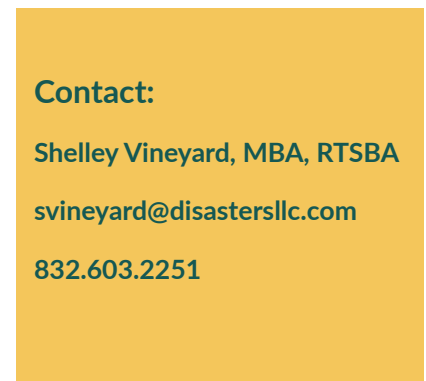
**Non-state Entities** include local and tribal governments, institutions of higher education that do not meet the definition of “state”, hospitals that do not meet the definition of a state instrumentality, houses of worship, and other private nonprofit organizations (PNPs). A non-state entity must use its own documented procurement procedures which reflect local or state laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200.318 -326. In other words, non-state entities must follow the most restrictive of federal vs. state vs. local policy for all FEMA reimbursable purchases.

## FEMA FUNDS CHECKLIST

DRS has developed the following FEMA Procurement Checklist as a guide to assist the PA applicant in determining its entity type and what rules to follow at the micro, small, and large purchase level for compliance with the federal rules and FEMA guidance.

## SUPPLEMENTAL RESOURCES

In addition to the FEMA Funds Checklist, DRS has provided supplemental tools and resources to aid the PA applicant in following the federal and FEMA requirements for reimbursement under the PA Grant Program.



## FEMA PROCUREMENT CHECKLIST – METRO NASHVILLE

Micro-purchases \$0 - \$2,499.99	
Micro-purchase requirements	
Conduct and document independent cost estimate for all situations regardless of dollar threshold.	<input type="checkbox"/>
No quotes or competitive method required.	<input type="checkbox"/>
To the extent practicable, distribute micro-purchases equitably among suppliers.	<input type="checkbox"/>
Conduct and document a suspension and debarment check of selected supplier.	<input type="checkbox"/>
Document details of related procurement actions.	<input type="checkbox"/>

Small Purchases \$2,500 - \$25,000	
Small Purchase Requirements	
Conduct and document independent cost estimate for all situations regardless of dollar threshold. <i>(See Appendix)</i>	<input type="checkbox"/>
Obtain three written quotes.	<input type="checkbox"/>
Document good faith efforts to take Six Affirmative Steps for S/M/WBE and labor surplus firm inclusion. <i>(See Appendix)</i>	<input type="checkbox"/>
Comply with section 6002 of the Solid Waste Disposal Act. (\$10K and above)	<input type="checkbox"/>
Conduct and document a suspension and debarment check of selected supplier.	<input type="checkbox"/>
Document details of related procurement actions including a rationale for selection of supplier and determination of contract price.	<input type="checkbox"/>

Large Purchases Above \$25,000	
Large Purchase Requirements	
Sealed Bid Conditions	
Are the following conditions present to use sealed bidding present:	<input checked="" type="checkbox"/>
A complete, adequate and realistic purchase description is available.	<input type="checkbox"/>
Two or more responsible bidders are willing and able to compete effectively for the business.	<input type="checkbox"/>
The procurement lends itself to a firm fixed price and the selection of the successful bidder can be made principally on the basis of price.	<input type="checkbox"/>

Sealed Bid Checklist	✓
Conduct and document independent cost estimate for all situations regardless of dollar threshold before receiving bids. <i>(See Appendix)</i>	<input type="checkbox"/>
Publicly post the sealed bid opportunity. <i>(Follow Metro Nashville posting requirements.)</i>	<input type="checkbox"/>
Comply with section 6002 of the Solid Waste Disposal Act	<input type="checkbox"/>
Solicit bids from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening bids. <i>(FEMA defines "adequate" as a minimum of two)</i>	<input type="checkbox"/>
Document good faith efforts to take Six Affirmative Steps for S/M/WBE and labor surplus firm inclusion. <i>(See Appendix)</i>	<input type="checkbox"/>
Conduct public opening.	<input type="checkbox"/>
Conduct and document a cost/price analysis before awarding contract. <i>(See Appendix)</i>	<input type="checkbox"/>
Conduct and document a suspension and debarment check before awarding to selected vendor.	<input type="checkbox"/>
Follow any Metro Nashville requirements for Board approval of contract.	<input type="checkbox"/>
Award contract to responsible bidder based on firm fixed price.	<input type="checkbox"/>
Include all applicable federal and FEMA contract clauses in resulting contract. <i>(See Appendix)</i>	<input type="checkbox"/>
Include all applicable state and local contract clauses in resulting contract.	<input type="checkbox"/>
Obtain FEMA-required bid guarantee of 5% of bid price for project in large purchase category and if project is for construction or facility improvement contract and subcontract.	<input type="checkbox"/>
Obtain FEMA-required performance bond for 100% of contract price for project in large purchase category and if project is for construction or facility improvement contract and subcontract.	<input type="checkbox"/>
Do not award cost-plus-percentage of cost or cost-plus-percentage of construction cost contracts.	<input type="checkbox"/>
Document details of related procurement actions including a rationale for procurement method, selection of supplier and determination of contract price.	<input type="checkbox"/>
Competitive Proposals Method Checklist	✓
Conduct and document independent cost estimate for all situations regardless of dollar threshold before receiving proposals. <i>(See Appendix)</i>	<input type="checkbox"/>
Publicly post the competitive proposals opportunity. <i>(Follow Metro Nashville posting requirements.)</i>	<input type="checkbox"/>
Identify all evaluation factors and the relevance of each factor.	<input type="checkbox"/>
Comply with section 6002 of the Solid Waste Disposal Act.	<input type="checkbox"/>
Solicit proposals from an adequate number of qualified sources. <i>(Note: FEMA determines "adequate" based on the specifics of the procurement action, but in general a minimum of two proposal submissions are required for adequate competition.)</i>	<input type="checkbox"/>
Document good faith efforts to take Six Affirmative Steps for S/M/WBE and labor surplus firm inclusion. <i>(See Appendix)</i>	<input type="checkbox"/>
Document process for evaluating proposals and selecting contractor/supplier.	<input type="checkbox"/>
Conduct and document a cost/price analysis before awarding contract. <i>(See Appendix)</i>	<input type="checkbox"/>
Conduct and document a suspension and debarment check before awarding to selected vendor.	<input type="checkbox"/>
Follow any Metro Nashville requirements for Board approval of contract.	<input type="checkbox"/>

Competitive Proposals Method Checklist (continued)	
Award contract to the responsible contractor/supplier whose proposal is the most advantageous with price and other factors considered.	<input type="checkbox"/>
Include all applicable federal and FEMA contract clauses in resulting contract. <i>(See Appendix)</i>	<input type="checkbox"/>
Include all applicable state and local contract clauses in resulting contract.	<input type="checkbox"/>
Do not award cost-plus-percentage of cost or cost-plus-percentage of construction cost contracts.	<input type="checkbox"/>
Document details of related procurement actions including a rationale for procurement method, selection of supplier and determination of contract price.	<input type="checkbox"/>
Architect and Engineering (A&E) Contracts	
<p>A&amp;E contracts are considered by FEMA to be a subset of the Competitive Proposals Method. Non-state entities are permitted to use competitive proposal procedures for qualifications-based procurement. Under this method, price is not used as an evaluative factor. The non-state entity evaluates each competitors' qualifications and selects the most qualified competitor. The contract award is subject to negotiation of fair and reasonable compensation. If the parties fail to agree on a fair and reasonable price, the non-state entity may conduct negotiations with the next most qualified offeror. If necessary, the non-state entity will then conduct negotiations with successive offerors in descending order until a contract award can be made to the offeror whose price is believed to be fair and reasonable. <b>This method, where price is not used as a selection factor can only be used in procurement of architectural/engineering professional services and cannot be used to purchase other types of services (even if an architectural/engineering firm is the one providing those other types of services).</b></p>	
When Metro Nashville is procuring A&E services with competitive proposal procedures, it should follow the steps below:	<input checked="" type="checkbox"/>
Conduct and document independent cost estimate for all situations regardless of dollar threshold before receiving proposals. <i>(See Appendix)</i>	<input type="checkbox"/>
Publicly post the Request for Qualifications (RFQ) or Request for Proposals (RFP).	<input type="checkbox"/>
Solicit qualifications/proposals from an adequate number of firms. <i>(minimum of two)</i>	<input type="checkbox"/>
Document good faith efforts to take Six Affirmative Steps for S/M/WBE inclusion.	<input type="checkbox"/>
Identify all evaluation factors and the relative importance of each in the RFQ/RFP. Do not request pricing.	<input type="checkbox"/>
Document evaluation of qualifications and ranking of firms in order of most qualified.	<input type="checkbox"/>
Negotiate a fair and reasonable price with the selected most qualified firm. (If parties fail to agree on a fair and reasonable price, Metro Nashville may then conduct negotiations with the next most qualified firm.)	<input type="checkbox"/>
Conduct and document a cost analysis to demonstrate fair and reasonable pricing was obtained.	<input type="checkbox"/>
Award the contract on a firm fixed fee basis with a not-to-exceed ceiling price. (Do not award a cost-plus-percentage of construction cost contract.)	<input type="checkbox"/>
Conduct and document a suspension and debarment check of the selected firm.	<input type="checkbox"/>
Include all applicable federal and FEMA required contract clauses in resulting contract.	<input type="checkbox"/>
Include all applicable state and local contract clauses in resulting contract.	<input type="checkbox"/>
Document details of related procurement actions including a rationale for procurement method, selection of supplier and determination of contract price.	<input type="checkbox"/>

Cooperative Purchasing	
<p>FEMA will closely scrutinize the use of cooperative purchasing programs. If a subrecipient decides to use a cooperative purchasing program, it will need to provide FEMA with documentation to show and explain how its use of a cooperative purchasing program complied with all federal procurement standards and applicable state and local procurement rules and policies. <b>See the link to the FEMA Fact Sheets related to cooperative purchasing programs in the Appendix section of this document for further details.</b> <i>(Metro Nashville will need to determine if the selected purchasing cooperative contract was solicited in accordance with FEMA and Tennessee State procurement requirements.)</i></p>	
<b>Cooperative Purchasing Contract Checklist</b>	<b>✓</b>
Request the following due diligence documentation from the selected purchasing cooperative:	
Final solicitation document	<input type="checkbox"/>
Vendor solicitation invitation list	<input type="checkbox"/>
Scope of work or good required	<input type="checkbox"/>
Documented good faith efforts to take Affirmative Steps for S/M/WBE inclusion. <i>(Note the selected purchasing cooperative can only achieve some of the steps. Metro Nashville will need to ensure they require prime contractors to make good faith efforts toward the first five steps if utilizing subcontractors.)</i>	<input type="checkbox"/>
Solicitation process addenda <i>(if any)</i>	<input type="checkbox"/>
List of contractors/suppliers responding to solicitation or public bid opening log sheet	<input type="checkbox"/>
Bid tabulation	<input type="checkbox"/>
Cost/Price Analysis <i>(Note: Metro Nashville will need to conduct its own cost/price analysis upon selection of the cooperative contract.)</i>	<input type="checkbox"/>
Evaluation summary	<input type="checkbox"/>
Include all applicable federal and FEMA contract clauses in resulting contract.	<input type="checkbox"/>
Suspension/debarment check conducted by cooperative	<input type="checkbox"/>
Cooperative governing board approval of contract award <i>(if required)</i>	<input type="checkbox"/>
Resulting Cooperative contract with awarded contractor/supplier	<input type="checkbox"/>
Presence of federal and FEMA required contract clauses	<input type="checkbox"/>
In addition to the due diligence information above, Metro Nashville will need to follow the steps below.	<b>✓</b>
If time permits, perform best practice of soliciting quotes from three cooperative contractors/suppliers awarded by the cooperative under the selected contract.	<input type="checkbox"/>
Conduct and document a cost/price analysis for selected contractor/supplier.	<input type="checkbox"/>
Document rationale for procurement method selected.	<input type="checkbox"/>
Document rationale for selecting contract type (fixed price, cost reimbursement, or Time and Materials)	<input type="checkbox"/>
Document any good faith efforts to take Six Affirmative Steps for S/ M/WBE and labor surplus firm inclusion that were not completed by the purchasing cooperative.	<input type="checkbox"/>
Conduct and document suspension and debarment check for selected vendor <i>(Even if purchasing cooperative conducted its own suspension and debarment check)</i>	<input type="checkbox"/>
Document process for evaluating proposals and selecting contractor/supplier.	<input type="checkbox"/>

Metro Nashville's Additional Steps When Utilizing Cooperative Purchasing (continued)	✓
Award contract to the responsible contractor/supplier whose proposal is the most advantageous with price and other factors considered.	<input type="checkbox"/>
Include all federal and FEMA required contract clauses in resulting contract between Metro Nashville and the selected contractor/supplier.	<input type="checkbox"/>
Include all applicable state and local contract clauses in resulting contract between Metro Nashville and selected contractor/supplier.	<input type="checkbox"/>
Follow any Metro Nashville requirements for Board approval of contract.	<input type="checkbox"/>
Documentation of meeting bonding requirements ( <i>if applicable</i> ).	<input type="checkbox"/>
Documentation of compliance with 2 C.F.R. § 200.322 Procurement of Recovered Materials ( <i>if applicable</i> ).	<input type="checkbox"/>
Include all applicable state and local contract clauses in resulting contract.	<input type="checkbox"/>
Documentation of Metro Nashville maintaining oversight of contractors if T&M contract selected.	<input type="checkbox"/>

Noncompetitive Proposals Method – Public Emergency or Exigency	
The FEMA PA grant rules set forth requirements that must be met for a non-state entity to use a noncompetitive proposal, or a sole-source, method of procurement. Procurement by noncompetitive proposals is a procurement method in which the solicitation of a proposal occurs only from one source or a limited number of sources. (See <i>FEMA Fact Sheet Public Assistance: Procurement Conducted Under Exigent or Emergency Circumstances</i> in the Appendix section of this document for more details.)	
When Metro Nashville selects the noncompetitive proposals method for emergency or exigent circumstances, it should take the following steps:	✓
Document rationale for noncompetitive proposals method. Include factors listed in above mentioned FEMA Fact Sheet.	<input type="checkbox"/>
Conduct and document a cost or price analysis to determine that the cost or price of the contract is fair and reasonable.	<input type="checkbox"/>
Award contract to a responsible vendor.	<input type="checkbox"/>
Conduct and document a suspension and debarment check for selected vendor.	<input type="checkbox"/>
Contract must include applicable federal and FEMA required contract clauses.	<input type="checkbox"/>
Contract must include the Federal bonding requirements if the contract is construction or facility improvement.	<input type="checkbox"/>
Do not award a cost-plus-percentage of cost or cost-plus-percentage of construction cost contract.	<input type="checkbox"/>
If a T&M contract is awarded, the contract must comply with 2 C.F.R. 200.318 (j). ( <i>See Time and Materials section below.</i> )	<input type="checkbox"/>

Time and Materials Contracts	
FEMA advises against the use of Time and Materials (T&M) contracts and generally limits the use of these contracts to a short time period where the scope or duration of the work is unclear. T&M contracts do not incentivize contractors to control costs or maximize labor efficiency.	
When Metro Nashville selects a T&M contract, it should follow these steps:	✓
Document a rationale explaining why no other type of contract was suitable.	<input type="checkbox"/>

Time and Materials Contracts (continued)	
Ensure that the T&M contract has a ceiling price that the contractor exceeds at its own risk.	<input type="checkbox"/>
Document Metro Nashville’s high degree of oversight of the T&M contract work to obtain reasonable assurance that the contractor used efficient methods and effective cost controls.	<input type="checkbox"/>
Follow all applicable contracting and procurement rules listed earlier in large purchase category for all T&M contracts that exceed Metro Nashville’s determined simplified acquisition threshold.	<input type="checkbox"/>
Conduct and document a suspension and debarment check for selected vendor.	<input type="checkbox"/>
Contract must include applicable federal and FEMA required contract clauses.	<input type="checkbox"/>
Contract must include the Federal bonding requirements if the contract is construction or facility improvement.	<input type="checkbox"/>
Do not award a cost-plus-percentage of cost or cost-plus-percentage of construction cost contract.	<input type="checkbox"/>
Negotiate out any cost-plus-percentage of cost pricing elements within the T&M pricing schedule (e.g., small tools percentage based on cost of overall contract).	<input type="checkbox"/>

Record Retention	
FEMA requires that all records, including procurement records, are retained for a period of three years after the <b>last</b> Project Worksheet is closed.	
Metro Nashville should maintain detailed and accurate records related to PA reimbursement including:	<input checked="" type="checkbox"/>
Rationale for method of procurement	<input type="checkbox"/>
Independent cost estimate	<input type="checkbox"/>
Solicitation documents, addenda, amendments	<input type="checkbox"/>
Public advertisement or posting of solicitation	<input type="checkbox"/>
Lists of contractors/suppliers/vendors contacted about procurement opportunities	<input type="checkbox"/>
Documentation of good faith efforts to take affirmative steps for M/WBE inclusion for procurement opportunities	<input type="checkbox"/>
Copies of contractor/supplier/vendor communication related to PA procurement projects	<input type="checkbox"/>
Bid tabulations	<input type="checkbox"/>
Proposal evaluations	<input type="checkbox"/>
Cost/Price analysis (if required)	<input type="checkbox"/>
Notice of Award	<input type="checkbox"/>
Notice to unsuccessful bidders/proposers	<input type="checkbox"/>
Suspension and debarment checks	<input type="checkbox"/>
Board or governing body contract approval	<input type="checkbox"/>
Records of protests, disputes, claims	<input type="checkbox"/>
All contract documents including signed agreement to required federal and FEMA contract clauses, subsequent change orders, and statements of work	<input type="checkbox"/>



Record Retention (continued)	✓
Bid, performance, and payment bond documents (if required)	<input type="checkbox"/>
Purchase Orders and Purchase Order Change Orders	<input type="checkbox"/>
Receiving records/packing slips	<input type="checkbox"/>
Copies of Accounts Payable checks or wire payment/EFT confirmation	<input type="checkbox"/>



## APPENDICES

- A. INDEPENDENT ESTIMATE GUIDE
- B. PROCUREMENT OF RECOVERED MATERIALS
- C. SIX AFFIRMATIVE STEPS FOR ASSURANCE OF S/M/WBE PARTICIPATION
- D. COST/PRICE ANALYSIS GUIDE AND FORM
- E. FEMA PDAT HELPFUL LINKS
- F. FEMA CONTRACT CLAUSES CERTIFICATION ADDENDUM



2229 San Felipe St. Suite 1200  
Houston, TX 77019

## INDEPENDENT ESTIMATE GUIDE FOR FEMA FUNDED PROJECTS

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### Purpose

Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above the Simplified Acquisition Threshold (see 2 C.F.R. § 200.323). The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must develop an independent estimate before receiving bids or proposals. The non-Federal entity must conduct an independent cost estimate in all situations regardless of dollar threshold. (*Source: Pricing Guide for Recipients and Subrecipients Under the Uniform Rules (2 C.F.R. PT. 200)*) The Independent Estimate Guide is a form used to document the Public Assistance (PA) Grant applicant’s estimated range of fair and reasonable costs for the good and/or services to be acquired and to document the analysis prior to seeking bids, proposals, or quotes. This form and supporting documents are kept as part of the procurement file.

### Instructions

- 1) Complete the Independent Estimate Guide form for all procurements for which FEMA reimbursement will be sought.
- 2) Provide a detailed rationale of the independent estimate and attach any documentation that supports the estimated fair range of reasonable costs for the goods and/or services to be acquired.
- 3) Maintain a copy of these documents in the procurement file.

Prepared by:	Date:
Title:	Phone Number:
Division/Department:	E-mail:

\_\_\_\_\_  
Signature

Goods or services to be acquired: \_\_\_\_\_





## Procurement of Recovered Materials – 2 C.F.R. § 200.322

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An NFE that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act.155 This means all state entities (including territorial governments) and local governments.

The requirements of Section 6002 include:

- Procuring only items designated in guidelines of the EPA at **40 C.F.R. Part 247** that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 in a single instance or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
- Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### § 247.1 Purpose and scope.

- (a) The purpose of this guideline is to assist procuring agencies in complying with the requirements of section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act of 1976](#) (RCRA), as amended, [42 U.S.C. 6962](#), and [Executive Order 12873](#), as they apply to the procurement of the items designated in [subpart B](#) of this part.
- (b) This guideline designates items that are or can be made with [recovered materials](#) and whose procurement by procuring agencies will carry out the objectives of section 6002 of RCRA. EPA's recommended practices with respect to the procurement of specific designated items are found in the companion [Recovered Materials](#) Advisory Notice(s).
- (c) EPA believes that adherence to the recommendations in the [Recovered Materials](#) Advisory Notice(s) constitutes compliance with RCRA section 6002. However, procuring agencies may adopt other types of procurement programs consistent with RCRA section 6002.

**The requirements of Section 6002 and its implementing regulations at 40 C.F.R. Part 247 do not apply to procurements by Indian Tribes or private nonprofit NFEs.**

## **FEMA Non-State Applicant Requirement: Good Faith Efforts to Take Affirmative Steps for Assurance of MBE/WBE Bid Participation**

All non-state FEMA Grant Applicants must adhere to the procurement rules listed in 2 C.F.R. Chapter 200. One of the specific requirements listed at 2 C.F.R. 200.321 is for Recipient (Applicant) and Prime Contractor to take all necessary affirmative steps to assure that minority-owned and women-owned businesses (MBE/WBE) are afforded contracting opportunities. This policy applies to all contracts, subcontracts and procurements for services (including engineering and legal), supplies, equipment, and construction. The goal of this policy is to make MBE/WBE firms aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.

To achieve this goal, the affirmative steps, otherwise known as “six good faith efforts,” that must be followed are:

1. Include qualified small and minority businesses and women’s business enterprises on solicitation lists.
2. Ensure that small and minority and women’s businesses are solicited whenever they are potential sources of products or services to be bid.
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women’s businesses (i.e. provide alternative bidding scenarios).
4. Establish delivery schedules to encourage participation by small and minority and women businesses (i.e. timing and flexibility).
5. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency, U.S. Department of Commerce.
6. Require the Prime Contractor to take affirmative steps as outlined in items one through five above to subcontract with small and minority and women’s businesses, if they award subcontracts.

Non-state applicants should note that the FEMA requirement is not a “set-aside” requirement. FEMA considers set-asides or percentages as impermissible (unless otherwise authorized by Federal law). However, the non-state applicant should be aware of their state specific requirements for HUB/MBE/WBE inclusion. If the state requirements are more restrictive, then those rules should be followed and the proper documentation should support all contracts for which FEMA reimbursement will be sought.

## SIX AFFIRMATIVE STEPS

### “Good Faith” Effort Compliance Documentation

The Applicant and the Applicant’s Prime Contractors must provide documentation to support a “good faith” effort in the solicitation of MBE and WBE. A Prime Contractor is a business concern that enters into written agreements directly with the Applicant which includes agreements to provide services (including engineering and legal), supplies, equipment and construction. The submission of documentation to support a “good faith” effort in the solicitation of Small Business Enterprise is not required; however, the Applicant and the Applicant’s Prime Contractor must maintain this documentation in their files for possible future reference.

Documentation may include the following:

1. Copies of announcements/postings in newspapers or other media for specific contracting/subcontracting opportunities. Include language in announcements/postings that MBE/WBE firms are encouraged to bid.
2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications or minority media that target MBE and/or WBE firms.
3. Documentation of sources used to identify potential MBE/WBE firms. The following link provides information related to resources for each state that can be used for reaching out to these firms:  
[https://www.sba.gov/offices/headquarters/ogc\\_and\\_bd/resources/14309](https://www.sba.gov/offices/headquarters/ogc_and_bd/resources/14309)
4. Documentation of contacts with MBE/WBE firms, including the firm name, address, telephone number dates of phone calls, letters and the contract results.
5. Copies of direct solicitation letters/e-mails sent to all MBE/WBE firms.
6. Copies of the MBE/WBE certification documentation for ALL proposed prime and subcontractor MBE/WBE firms.
7. Documentation showing Prime Contractor has made the six good faith efforts to seek qualified MBE/WBE subcontracts - to the extent they use subcontractors.

Searches should be done of potentially qualified MBW/WBE businesses. From these lists, Applicants should identify those businesses in their area to directly solicit. To ensure the Applicant is given credit for good-faith outreach efforts, the searches and the results of the searches should be documented. The Applicant must pass the outreach guidance to Prime Contractors because they are likewise required to make good faith outreach efforts when searching of MBE/WBE subcontractors. Prime Contractors are also required to document their outreach efforts just as project owners.



## DETERMINATION OF COST OR PRICE ANALYSIS GUIDE FOR FEMA FUNDED PROJECTS

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### Purpose

Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above the Simplified Acquisition Threshold (see 2 C.F.R. § 200.323). This Determination of Cost or Price Analysis Guide is used to document the analysis showing that the offered price is fair and reasonable. The form is kept as part of the procurement file to demonstrate that the procurement process as conducted in an open and fair manner and that the FEMA Public Assistance (PA) Grant applicant received the most advantageous price.

### Instructions

- 1) Complete a separate Cost - Price Analysis Form (Excel form) for each contractor/supplier/vendor being recommended for contract award.
- 2) Provide any backup documentation that provide support of the data recorded on the Cost-Price Analysis Form.
- 3) Maintain a copy of these documents in the procurement file.

Prepared by:	Date:
Title:	Phone Number:
Division/Department:	E-mail:

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Signature

Goods or services to be acquired: \_\_\_\_\_ RFP# \_\_\_\_\_

Independent Estimate produced before receiving bids or proposals?  Yes  
(Attach Independent Estimate)

Vendor/Supplier Name: \_\_\_\_\_

Amount of Contract: \$ \_\_\_\_\_

(Attach written quotation, bid tabulation, or other information that documents the cost or price reasonableness.)

**DETERMINATION OF COST-PRICE**

This expenditure is being made under one or more of the following (check all that apply and attach supporting documentation):

Sole Source	<input type="checkbox"/>
Emergency Procurement	<input type="checkbox"/>
Interlocal or Intergovernmental Agreement	<input type="checkbox"/>
Cooperative Purchasing Contract	<input type="checkbox"/>
Request for Quotations (Goods or Services)	<input type="checkbox"/>
Request for Proposals (Goods or Services)	<input type="checkbox"/>
Professional Services (Other than A&E)	<input type="checkbox"/>
A&E Services	<input type="checkbox"/>
Price Adjustment to Purchase Order or Contract Previously Procured	<input type="checkbox"/>
Extension of Existing Contract Past Initial Term	<input type="checkbox"/>
Other:	<input type="checkbox"/>

Cost or price offered or fee negotiated is considered fair and reasonable for the following reason(s), and if applicable, is supported by attached documentation and/or a detailed rationale of the cost or price analysis:

Comparison of previous purchase order and contract prices with current proposed price for the same or similar items. (Attach supporting documentation.)	<input type="checkbox"/>
Comparison with Vendor/Supplier’s published price lists, market prices, pricing indexes, and discount or rebate programs.	<input type="checkbox"/>
Comparison of proposed price with independent cost estimates. (Attach estimates used.)	<input type="checkbox"/>
Comparison of proposed price with prices obtained through market research for the same or similar items or services. (Attach documentation of research conducted.)	<input type="checkbox"/>
Analysis of Vendor/Supplier cost information. (Attach Cost - Price Analysis Form).	<input type="checkbox"/>
The purchase is priced in accordance with existing purchase order or contract which was competitively established.	<input type="checkbox"/>
Other reason (specify):	<input type="checkbox"/>

# Cost-Price Analysis Template For FEMA Funded Purchases



Supplier Name: \_\_\_\_\_  
 RFQ/Bid/RFP/Project: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Supplier Contact: \_\_\_\_\_

**Components to be evaluated:**

**LABOR**

Please provide for each applicable category.

	# Hours	X	Hourly Rate	=	Total Labor Cost	Comments-Detail
Manual		X		=	-	
Clerical		X		=	-	
Technical		X		=	-	
Administrative		X		=	-	
Professional		X		=	-	
Licensed/Certified		X		=	-	
Other (Specify):		X		=	-	
<b>Total Labor</b>	<b>0</b>				<b>\$ -</b>	

**MATERIALS**

Please include all sub-contracted services and their costs.

	# Units	X	Price/Unit	=	Total Cost	Comments-Detail
Raw Materials		X		=	-	
Purchased Product		X		=	-	
Contracted Services		X		=	-	
Other (Specify):		X		=	-	
<b>Total Materials</b>					<b>\$ -</b>	

**OVERHEAD**

Please provide indirect costs.

For travel, provide the justification of need.

	Description	Total Cost	Comments-Detail
Insurance			
Facilities			
Delivery			
Travel			
Administrative			
Supplies/Equipment			
Other (Specify):			
<b>Total Overhead</b>		<b>\$ -</b>	

**PROFIT**

Please provide information about profit factors such as risk, performance, investment, etc.

	Total Profit	Comments-Detail
Profit		

**TOTAL COST**

**\$ -**

Additional Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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## APPENDIX E

### Helpful Links

FEMA – Procurement Disaster Assistance Team (PDAT) Landing Page:

<https://www.fema.gov/procurement-disaster-assistance-team>

→ PDAT Resources

- Top 10 Procurement Under Grant Mistakes
- Public Assistance Grantee and Subgrantee Procurement Requirements Field Manual and Supplement
- Cost and Pricing Guide
- Checklist for Reviewing Procurements Under Grants
- [Contract Provisions Template for Procurements](#)
- Template for Comparison of Federal and State Procurement Requirements

Public Assistance Fact Sheets Landing Page:

<https://www.fema.gov/media-library/assets/documents/90743>

- Public Assistance Fact Sheet
- Public Assistance Delivery Model Fact Sheet
- Public Assistance Reasonable Cost Evaluation Job Aid
- Public Assistance Debris Removal Tips
- Public Assistance Contracting Requirements Checklist
- Exigent or Emergency Circumstances Procurement for Public Assistance
- Purchasing Goods or Services through Cooperative Programs

National Cooperative Procurement Partners:

<https://ncppassociation.org/page/FirstAidKit>

- First Aid Kit for Emergency Preparedness
- Recommendation List for Emergency Contracts

## APPENDIX F

### FEMA CERTIFICATIONS

#### ADDENDUM FOR CONTRACT FUNDED BY FEMA

The following certifications and provisions are required and apply when the METRO NASHVILLE expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the METRO NASHVILLE and [vendor name] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

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#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when the METRO NASHVILLE expends federal funds, the METRO NASHVILLE reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when the METRO NASHVILLE expends federal funds, the METRO NASHVILLE reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The METRO NASHVILLE also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the METRO NASHVILLE believes, in its sole discretion that it is in the best interest of the METRO NASHVILLE to do so. Vendor will be compensated for work performed and accepted and goods accepted by the METRO NASHVILLE as of the termination date if the contract is terminated for convenience of the METRO NASHVILLE. Any award under this procurement process is not exclusive and the METRO NASHVILLE reserves the right to purchase goods and services from other vendors when it is in METRO NASHVILLE's best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 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."**

Pursuant to Federal Rule (C) above, when the METRO NASHVILLE expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(D) Davis Bacon Act. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.**

Pursuant to Federal Rule (D) above, when the METRO NASHVILLE expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Davis Bacon Act during the term of an award for all contracts by the METRO NASHVILLE resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which 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.**

Pursuant to Federal Rule (E) above, when the METRO NASHVILLE expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the METRO NASHVILLE resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by the METRO NASHVILLE, Vendor certifies that during the term of an award for all contracts by the METRO NASHVILLE resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) 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 sub grants 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).**

Pursuant to Federal Rule (G) above, when federal funds are expended by the METRO NASHVILLE, Vendor certifies that during the term of an award for all contracts by the METRO NASHVILLE resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by the METRO NASHVILLE, Vendor certifies that during the term of an award for all contracts by the METRO NASHVILLE resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by the METRO NASHVILLE, Vendor certifies that during the term and after the awarded term of an award for all contracts by the METRO NASHVILLE resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(J) Procurement of Recovered Materials – When federal funds are expended, the METRO NASHVILLE and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the METRO NASHVILLE, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

---

When federal funds are expended by the METRO NASHVILLE for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

---

When the METRO NASHVILLE expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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#### CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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It is the policy of the METRO NASHVILLE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire,



tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

---

Vendor agrees that the METRO NASHVILLE’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS**

---

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**DHS SEAL, LOGO, AND FLAGS**

---

Vendor agrees that it shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**NO OBLIGATION BY FEDERAL GOVERNMENT**

---

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, vendor, or any other party pertaining to any matter resulting from the contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

---

Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor’s actions pertaining to this contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

---

**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

**Vendor's Name:**

**Address, City, State, and Zip Code:**

**Phone Number:**

**Fax Number:**

**Printed Name and Title of Authorized Representative:**

**Email Address:**

**Signature of Authorized Representative:**

---

**Date:**