

CONTRACT INFORMATION

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 11 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472, Paperwork Reduction Project (1660-0017) NOTE: Do not send your completed form to this address.

Privacy Act Statement

The collection of this information is authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, §§ 402-403, 406-407, 417, 423, 427, 428, 502, and 705; 42 U.S.C. 5170a-b, 5172-73, 5184, 5189a, 5189e, 5189f, 5192, 5205; Title 44 Code of Federal Regulations (C.F.R.) § 206 Subpart G; and 2 C.F.R. § 200. This information is being collected to provide assistance to eligible jurisdictions and organizations to facilitate the response to and recovery from a Presidentially-declared disaster or emergency, or to provide assistance for hazard mitigation measures during the recovery process. The disclosure of information on this form is voluntary; however, failure to provide the requested information may delay or prevent the agency from receiving funds from FEMA's Public Assistance program.

Purpose and Applicability

Applicants and Recipients complete this form for each contract secured, that is equal to or exceeds \$1 million, to perform work being claimed under the FEMA Public Assistance Program. FEMA uses this information to confirm that Applicants are adhering to all Federal, State, Tribal, Territorial, and local government procurement and contracting laws, regulations, and policies. The information requested in this form is required by Section 430 of the Stafford Act and Title 2 Code of Federal Regulations Part 200. For more information, please see the Procurement Under Grants site on FEMA.gov (<https://www.fema.gov/grants/procurement>) or contact the State, local, Tribal, or Territorial emergency management office.

Recipients and Applicants should use PA Grants Portal to submit all documentation and information to FEMA. Questions are displayed in an intuitive manner to show the information and documentation needed based on answers provided. All signatures are official and legally binding.

The following information is needed to complete this form:

- Procurement information
- Contract information

Section I - Declaration Information¹

Declaration # [system generated]	Declaration date [system generated]	Recipient [system generated]	Region [system generated]
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Section II - Applicant Information²

Legal name [system generated]	FEMA PA ID [system generated]
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Section III - Contract Summary Information

Contractor Name	Contractor EIN	Total Contract Amount \$ <i>Please upload a cost or price analysis for contracts above \$250,000, the federal simplified</i>
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¹ Functionality: Generate declaration number from the Request for Public Assistance. Generate declaration date, Recipient, and Region from Incident Information.

² Functionality: Generate legal name and Public Assistance ID from the Organizational Profile.

<i>acquisition threshold.</i> ³		
Contract Award Date (MM/DD/YYYY) <i>Please upload a copy of the contract. [required]</i>	Contract Start Date (MM/DD/YYYY)	Contract End Date (MM/DD/YYYY)
Section IV - Procurement Information		
<p>Which of the following affirmative actions did the Applicant, or the prime contractor for subcontracts, do to assure small and minority businesses, women’s business enterprises, and labor surplus area firms were used?⁴ <i>Please select all that apply.</i>⁵</p> <p><input type="checkbox"/> The Applicant [Prime Contractor] placed such organizations that were qualified on solicitation lists. <i>Please upload supporting documentation and describe:</i></p> <p><input type="checkbox"/> The Applicant [Prime Contractor] ensured such organizations were solicited whenever they are potential sources. <i>Please upload supporting documentation and describe:</i></p> <p><input type="checkbox"/> The Applicant [Prime Contractor] divided total requirements, when economically feasible, into smaller tasks or quantities. <i>Please upload supporting documentation and describe:</i></p> <p><input type="checkbox"/> The Applicant [Prime Contractor] established delivery schedules, where the requirements permitted, which encourage their participation. <i>Please upload supporting documentation and describe:</i></p> <p><input type="checkbox"/> The Applicant [Prime Contractor] used the services and assistance, as appropriate, of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. <i>Please upload supporting documentation and describe:</i></p> <p><input type="checkbox"/> No affirmative actions were conducted. <i>Please describe:</i></p>		
<p>What product or service was procured?</p> <p>What procurement method did the Applicant use?⁶ <i>Please upload a list of any prequalified contractors.</i>⁷</p> <p><input type="checkbox"/> Competitive.⁸ <i>Please upload copies of the request for proposals and bid packages. Please describe the selection process:</i></p>		

³ (Help text) Required for contracts above \$250,000, the federal simplified acquisition threshold.

⁴ (Help text) Per Title 2 C.F.R. § 200.321, the Applicant must take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Tribal government Applicants using the Indian Self-Determination and Education Assistance Act preference do not need to separately follow the six socioeconomic steps. For more information regarding the socioeconomic contracting requirements please see the [FEMA PDAT Field Manual](#).

⁵ Functionality: Allow selection between Applicant and Prime Contractor. If the Applicant does not select the first 5 options or the Applicant selects the last option, send notification to the Recipient and Public Assistance Group Supervisor to work with the Applicant to remedy the situation.

⁶ (Help text) Federal rules that apply to each method are described in 2 C.F.R. § 200.320.

⁷ (Help text) A prequalified contractor is one that the Applicant evaluated and determined to be qualified to perform the work based on capabilities, such as technical and management skills, prior experience, past performance, and availability. A prequalified contractor is not entitled to a “standby” contract. The Applicant must still conduct full and open competition.

⁸ (Help text) A competitive proposal is normally conducted with more than one source submitting an offer and generally used when conditions are not appropriate for the use of sealed bids.

Noncompetitive.⁹ **Which of the following conditions apply to the noncompetitive procurement?** *Please select at least one:*

The item was only available from one source. *Please describe:* .

A public exigency¹⁰ or emergency¹¹ would not allow a delay resulting from competitive solicitation.¹²

Please describe the specific conditions and circumstances that clearly illustrate why competitive procurement would cause unacceptable delay in addressing the public exigency or emergency:

Is this only for work specifically related to the exigent or emergency circumstances?

No

Yes. **How long does the Applicant anticipate the exigency or emergency circumstances to continue?** (MM/DD/YYYY). *Please describe:*

FEMA or the Recipient authorized a noncompetitive proposal. *Please upload written correspondence. [required]*

After solicitation of several sources, competition was determined inadequate. *Please describe:* .

What were the specific steps taken to determine that full and open competition could not be done for the scope of work?

Did the Applicant make efforts to identify potential conflicts of interest before the noncompetitive procurement occurred?

No. *Please explain why not:*

Yes. **Were any conflicts of interest identified before the noncompetitive procurement occurred?**

No

Yes. *Please describe:*

Is there any other justification for the noncompetitive procurement?

No

⁹ (Help text) A noncompetitive proposal entails a solicitation of a proposal from only one source. For more information on noncompetitive procurement, see the Procurement and Contracting Requirements section of the Public Assistance Program and Policy Guide (PAPPG).

¹⁰ (Help text) For example, a tornado impacts a city in June and causes widespread and catastrophic damage, including damage to a city school. The city wants to repair the school and have it ready for use by the beginning of the school year in September. The city estimates, based on experience, that awarding a contract using a sealed bidding process would require at least 90 days, and the city's engineer estimates that the repair work would last another 60 days. This would extend the project beyond the beginning of the school year. Rather than conducting a sealed bidding process, the city—in compliance with State and local law—wants to sole source with a contractor it has contracted with previously.

¹¹ (Help text) For example, severe weather impacts a city and causes widespread and catastrophic damage, including loss of life, widespread flooding, loss of power, damage to public and private structures, and millions of cubic yards of debris across the city, leaving majority of the jurisdiction inaccessible. The city needs to begin debris removal activities immediately to restore access to the community, support search and rescue operations, power restoration, and address health and safety concerns.

¹² (Help text) Applicants need to immediately begin the process of competitively procuring similar goods and services and transition to a competitively procured contract as soon as the circumstances cease to exist.

Yes. *Please describe:*

Applicants need to immediately begin the process of competitively procuring similar goods and services and transition to a competitively procured contract.

How long will it take to award a contract that complies with all procurement requirements? (MM/DD/YYYY) *Please describe:*

What would the impact be on the contract's scope of work if the noncompetitive contract is terminated prior to the contract deadline?
Please upload supporting documentation and describe:

Sealed bid¹³

Section V - Contract Information

Type of Contract¹⁴ *Please select one:*

- Cooperative purchasing¹⁵
- Cost-plus-percentage-of-cost or percentage-of-construction¹⁶
- Cost-reimbursement
- Fixed price
- Time and materials. **Please describe why no other contract type was suitable?**

Does the contract have a ceiling price that the contractor exceeds at its own risk?

- No¹⁷
- Yes. *Please provide the ceiling price:* \$

Did the Applicant maintain a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls?

- No¹⁸
- Yes. *Please upload documentation that substantiates a high degree of contractor oversight including any daily or weekly logs.*¹⁹ [required]

Please provide a general description of the scope of the contract: *Please upload copies of any change orders.*²⁰ [required, if applicable]

¹³ (Help text) A sealed bid is a publicly solicited bid awarded via a firm fixed price contract to the lowest responsive and responsible bidder.

¹⁴ (Help text) FEMA reimburses costs incurred using three types of contract payment obligations: fixed-price, cost-reimbursement, and, to a limited extent, time and materials. The Applicant must include required provisions detailed in 2 C.F.R. § 200.326 and in the Required Contract Clauses section of the PAPPG for all contracts awarded.

¹⁵ (Help text) This type of contract is prohibited per 2 CFR § 200.324 (d). FEMA evaluates the contract costs and limits Public Assistance funding based on the criteria in the Cost-Plus-Percentage-of-Cost or Percentage-of-Construction section of the PAPPG. Functionality: Send notification to the Recipient and Public Assistance Group Supervisor.

¹⁶ Functionality: Send notification to the Recipient and Public Assistance Group Supervisor.

¹⁷ Functionality: The Applicant must affirm that all of the conditions apply for the Time and Materials contract to be eligible. Send notification to the Recipient and Public Assistance Group Supervisor.

¹⁸ Functionality: The Applicant must affirm that all of the conditions apply for the Time and Materials contract to be eligible. Send notification to the Recipient and Public Assistance Group Supervisor.

¹⁹ Functionality: Documentation is required.

²⁰ Functionality: Documentation is required if applicable.

Section VI - Applicant Project Acknowledgements and Certifications

I acknowledge and certify that I have reviewed and understand the following information regarding overarching requirements to receive Public Assistance.

Please initial next to each statement.

The requirement to comply with applicable Federal, State, local, Tribal, and Territorial laws, regulations, and executive orders. Non-compliance may result in denial or deobligation of funding. This includes but is not limited to laws prohibiting discrimination; complying with the most restrictive of its own documented policies and procedures used for procurements with non-Federal funds; Federal procurement and contracting laws in accordance with 2 C.F.R. §§ 200, compliance with the Environmental Protection Agency guidelines for procurement of recovered materials; environmental and historic preservation laws; and inclusion of required provisions as applicable.

FEMA will apply appropriate remedies in accordance with its authorities under 2 C.F.R. § 200.338. Remedies may include a denial of all costs associated with the contract or non-monetary actions as authorized by 2 C.F.R. §§ 200.207 and 200.338, in the case of noncompliance.

As required by 44 C.F.R. § 206.228 and 2 C.F.R. Part 200.404, the costs claimed were of a type generally recognized as ordinary and necessary for the type of facility and work.

All information provided regarding this form is true and correct to the best of my knowledge. Upon submittal this form becomes a legal document. The Recipient or FEMA may use external sources to verify the accuracy of the information entered. It is a violation of Federal law to intentionally make false statements or hide information when applying for Public Assistance. The False Claims Act (31 U.S.C. §§3729-3733) prohibits the submission of false or fraudulent claims for payment to the federal government. Suspicion of fraudulent activities should be reported to the FEMA Disaster Fraud Hotline, the Department of Homeland Security's Office of the Inspector General, or the Department of Justice Fraud Hotline. I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain Public Assistance, it is a violation of Federal laws, which carry severe criminal and civil penalties including a fine of up to \$250,000, imprisonment, or both. (18 U.S.C. §§ 287, 1001, 1040, and 3571).

Applicant signature

Applicant Authorized Representative [system generated]	Title [system generated]	Signature [system generated]	Date submitted ²¹ [system automated]
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Section VII - Recipient Recommendation²²

Is the contract compliant with all Federal, State, Tribal, Territorial, and local laws, regulations, and policy?

²¹ Functionality: Automate based on date submitted.

²² Functionality: The Recipient completes this section prior to submission to FEMA.

<input type="checkbox"/> No. <i>Please describe why:</i> <i>Please work with the Applicant to remedy the noncompliance.</i> <input type="checkbox"/> Yes

Recipient Authorized Representative [system generated]	Title [system generated]	Signature [system generated]	Date submitted ²³ [system automated]
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Section VIII - FEMA Determination

Public Assistance Group Supervisor Review

Is the contract compliant with all Federal laws and regulations?

No. *Please describe why:*

Are there ways to bring the contract into compliance?

No²⁴

Yes. *Please describe and work with the Recipient and Applicant to apply remedies.*

Yes

Regional Administrator Remedy²⁵

Which of the following remedies is the Regional Administrator applying? ²⁶

- Temporarily withholding cash payments pending correction of the deficiency by the Applicant or more severe enforcement action by FEMA or the Recipient.
- Denying funds for all or part of the claimed costs.
- Wholly or partly suspending or terminating the award.
- Initiating suspension or debarment proceedings.
- Withholding further awards for the project or program.
- Imposing controlled drawdowns by placing all funds on hold and only releasing funds for drawdown when the Recipient provides a request for reimbursement and full supporting documentation for the requested payment.
- Withhold authority from the Recipient to proceed to later phases of its project until FEMA receives satisfactory evidence of acceptable performance within a given period of performance.
- Requiring additional, more detailed, financial or program progress reports as deemed appropriate based on the noncompliance and circumstances.
- Requiring additional project monitoring to ensure the Applicant is taking the appropriate corrective actions to correct noncompliance.
- Requiring the Applicant to get technical assistance or management assistance.
- Establishing additional prior approvals.
- Other. Please describe:

FEMA Authorized	Title: [system	Signature	Date submitted ²⁷
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²³ *Functionality: Automate based on date submitted.*

²⁴ *Functionality: Require completion of the FEMA Ineligibility Determination Form prior to proceeding.*

²⁵ *Functionality: Include this section if FEMA selected No to "Is the contract compliant with all Federal laws and regulations?". This section must be completed by the Regional Administrator or person with dilatation of authority.*

²⁶ *(Help text) If FEMA or the Recipient determined that noncompliance cannot be remedied by imposing additional conditions, FEMA may take an action appropriate to the circumstances. For further information, please see the [Procurement Disaster Assistance Team Field Manual and other resources.](#)*

Representative [system automated]	automated]	[system automated]	[system automated]
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²⁷ (Help text) If FEMA or the Recipient determined that noncompliance cannot be remedied by imposing additional conditions, FEMA may take an action appropriate to the circumstances. For further information, please see the [Procurement Disaster Assistance Team Field Manual and other resources](#).