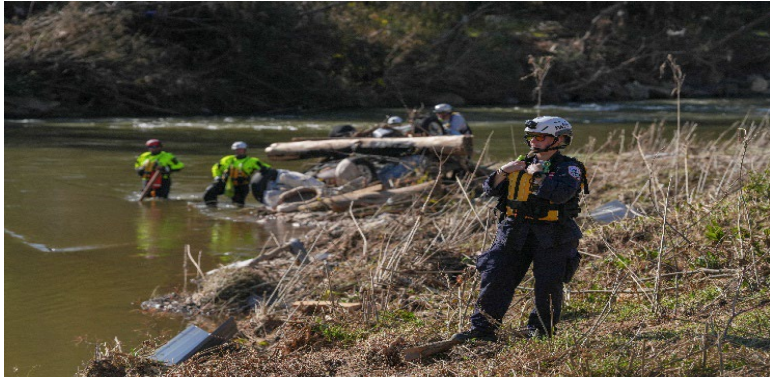




Roadmap to Procurement Compliance

Procurement Disaster Assistance Team (PDAT)

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FEMA

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Background and Overview

The Federal Emergency Management Agency (FEMA) provides financial assistance to eligible recipients and subrecipients through grant programs designed to reduce the loss of life and property, and protect the nation from all hazards, including natural disasters and acts of terrorism. Each FEMA grant program follows enabling laws, implementing regulations, program policies, and a range of cross-cutting laws, executive orders, and other regulations.

FEMA award recipients and subrecipients will often use contracts to help them carry out work under their grant program awards. As a requirement of receiving FEMA grant funding, all purchases must comply with the Federal Procurement Standards found at Title [2 Code of Federal Regulations §§ 200.317 – 200.327](#). The Roadmap to Procurement Compliance (“Roadmap”) introduces FEMA award recipients and subrecipients to the methods of procurement outlined at [2 C.F.R. § 200.320](#) and provides a checklist recipients and subrecipients may use to ensure compliance as they purchase under their FEMA award. Please note this Roadmap is applicable to all FEMA award recipients and subrecipients for grants awarded and disasters declared on or after Oct. 1, 2024. **Note:** FEMA decided to amend existing awards for disaster declarations declared prior to Oct. 1, 2024, and apply the new rules to all Hurricane Helene declarations.

Additional guidance may be found in the [2025 Procurement Under Grants Policy Guide \(PUGPG\)](#). For FEMA awards made or disasters declared before Oct. 1, 2024 please reference the [2021 version of the Procurement Disaster Assistance Team \(PDAT\) Field Manual](#), [2021 version of the Contract Provisions Guide](#), and [2021 Roadmap to Procurement Compliance](#) to assist with the review of contracts. **Note:** The federal micro-purchase threshold and simplified acquisition threshold are now \$15,000, and \$350,000, respectively, for procurements made on or after Oct. 1, 2025 (see [Federal Acquisition Regulation: Inflation Adjustment of Acquisition-Related Thresholds](#)).

The Roadmap guides FEMA award recipients and subrecipients through the Federal Procurement Standards applicable to their situation, entity type, procurement dollar amount, type of work, and other factors. Users of the Roadmap will first respond to a series of questions to help understand the circumstances surrounding their procurement. Once a user responds to the following questions, they will be directed to specific checklists to help determine compliance with the applicable Federal Procurement Standards.

The Roadmap provides:

- A path to determining which Federal Procurement Standards are applicable based on various procurement circumstances; and
- Checklists for FEMA award recipients and subrecipients to use to ensure compliance as they conduct their procurements.

The Roadmap *does not* provide:

- An exhaustive list of all applicable requirements when purchasing under a FEMA award; or
- Program specific guidance when purchasing under a FEMA award. For further guidance, please refer to the applicable program representative for clarification on program specific requirements.

Note: The recipient or subrecipient of FEMA grant funding alone is responsible for ensuring compliance with all applicable federal regulations when procuring under a FEMA award. Use of this

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document does not guarantee the legal sufficiency of any procurement, nor does it ensure an award or subaward will not be audited or investigated. This Roadmap is not legal advice or constitute legal advice for FEMA award recipients and subrecipients. All legal questions concerning the sufficiency of a procurement in terms of federal procurement should be referred to the recipient's or subrecipient's legal counsel. When a recipient or subrecipient fails to comply with the Federal Procurement Standards, FEMA has the authority to address the noncompliance by imposing conditions or remedy actions on the recipient.

Navigating the Roadmap

The Roadmap includes seven checklists that should be used based on certain factors including, but not limited to, eligible entity type and the procurement dollar amount. The questions below are meant to guide recipients and subrecipients when determining which checklist to use.

1. Is your organization a state or Indian Tribe?

A state includes any state, United States territory, and their agencies and instrumentalities. This excludes any local governments of those state entities. This includes the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof. This excludes local governments. See [2 C.F.R. 200.1 "State"](#). States must follow their own state procurement policies and procedures and the Federal Procurement Standards at 2 C.F.R. §§ 200.317, 200.322, 200.323, and 200.327.

An Indian Tribe "means any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians." See [2 C.F.R. § 200.1 "Indian Tribe"](#). Indian Tribes must follow their own tribal procurement policies and procedures and the Federal Procurement Standards at 2 C.F.R. §§ 200.317, 200.322, 200.327.

Note: If a state or Indian Tribe does not have their own procurement policies and procedures, they must follow the Federal Procurement Standards at [2 C.F.R. §§ 200.318 – 200.327](#). Proceed to answer **Questions #2 - #7**.

Yes ☐

If a state, proceed to the [State Checklist](#). If an Indian Tribe, proceed to the [Indian Tribe Checklist](#). States and Indian Tribes should **only** complete their corresponding checklist. This will be the only checklist completed for states or Indian Tribes.

No ☐

If no, please proceed to **Question #2**. All other entity types, including local governments (see [2 C.F.R. § 200.1 "Local government"](#)) and nonprofits (see [2 C.F.R. § 200.1 "Nonprofit organization"](#)), must follow the Federal Procurement Standards at 2 C.F.R. §§ 200.318 – 200.327.

2. Have you already reviewed your organization's procurement policies and procedures for compliance with the federal procurement rules?

There are Federal Procurement Standards that are applicable to an organization's procurement policies and procedures as well as when conducting the procurement process (including in the

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solicitation phase and contract documents). Local governments and nonprofits should first review their policies and procedures for compliance with the general procurement standards .	
Yes ☒ If yes, you may proceed to Question #3 .	No ☐ If no, you should first complete the Procurement Policy Checklist and then proceed to Question #3 .
3. Is your organization intending to award or already awarded a noncompetitive procurement?	
A noncompetitive procurement (sole-source award) is the solicitation of a proposal from one source or a limited number of sources. A local government or nonprofit may award a noncompetitive procurement only if certain circumstances in 2 C.F.R. § 200.320 exist. The circumstances include single source , exigency or emergency , awarding agency approval , and inadequate competition .	
Yes ☐ If yes, proceed to the Noncompetitive Procurement Checklist . This will be the final checklist for local governments and nonprofits using an allowable sole source exception.	No ☐ If no, proceed to Question #4 to use the dollar amount of the contract to determine the next applicable checklist.
4. Is the aggregate dollar amount of the procurement under the federal micro-purchase threshold (currently \$15,000, as of Oct. 1, 2025) or under your organization's more restrictive threshold?	
A local government or nonprofit wishing to purchase supplies or services by micro-purchase procedures should not exceed the federal micro-purchase threshold, or the applicable state/local/tribal threshold, whichever is lowest.	
Note: If there is a conflict between applicable state, tribal, and local procurement rules, local governments and nonprofits must follow the more restrictive rule.	
Yes ☐ If yes, proceed to the Micro-Purchases Checklist . This will be the final checklist for local governments and nonprofits using the micro-purchase method of procurement.	No ☐ If no, proceed to Question #5 .
5. Is the aggregate dollar amount of the procurement under the federal simplified acquisition threshold (currently \$350,000, as of Oct. 1, 2025) or under your organization's more restrictive threshold?	
A local government or nonprofit wishing to purchase supplies or services by simplified acquisitions procedures should not exceed the simplified acquisition threshold, or the comparable state/local/tribal threshold, whichever is lowest.	
Yes ☐	No ☐

If yes, proceed to the Simplified Acquisitions Checklist. This will be the final checklist for local governments and nonprofits using the simplified acquisitions method of procurement.	If no, proceed to Question #6.
6. Is your organization using the sealed bids method of procurement?	
FEMA prefers the sealed bids method for procuring construction services and is appropriate when the following conditions are present: 1. Complete, adequate, and realistic specifications or purchase descriptions are available; 2. Two or more responsible bidders are willing and able to compete effectively for the business; 3. The procurement lends itself to a fixed price contract; and 4. The local government or nonprofit primarily selects the successful bidder based on price. Under this procurement method, the solicitation document used is known as the invitation for bids (IFB). Note: It is important to check your organization's procurement policies and procedures when selecting the appropriate method of procurement, as local governments and nonprofits may have specific requirements when using sealed bids or proposals method.	
Yes ☐ If yes, proceed to the Sealed Bids Checklist. This will be the final checklist for local governments and nonprofits using the sealed bids method of procurement.	No ☐ If no, proceed to Question #7.
7. Is your organization using the proposals method of procurement?	
Procurement by proposal is an acceptable method of procurement, where local governments and nonprofits cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired.	
Yes ☐ If yes, proceed to the Proposals Checklist. This will be the final checklist for local governments and nonprofits using the simplified acquisitions method of procurement.	

State Checklist

Note: If you respond “no” to any of the questions below, your procurement may not comply with the Federal Procurement Standards. FEMA recommends that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
Did your organization follow its own procurement policies and procedures? Yes ☐ No ☐	Procurement policy ☐
Is the price fair and reasonable? Yes ☐ No ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (ex: receipt, invoice) ☐
If the purchase is over \$25,000, did your organization ensure that the contractor was not suspended or debarred (S&D)? See 2 C.F.R. Part 180 for additional information. Yes ☐ No ☐	Printout of SAM.gov search ☐ Copy of S&D certification ☐ Contract with applicable S&D clause ☐
Required Contract Provisions	
Note: The Federal Procurement Standard at 2 C.F.R. § 200.327 requires that recipient and subrecipient contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) . For a full description of the contract clauses, including verbatim, sample, or suggested language for some federally required contract clauses, refer to the Contract Provisions Guide .	
If the contract is over \$350,000, did your organization include a Remedies clause? Yes ☐ No ☐ N/A ☐ Note: AFG recipients must include a penalty clause in all contracts for any AFG-funded vehicle.	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction work and worth more than \$2,000, did your organization include the required Davis-Bacon Act clause? Yes ☐ No ☐ N/A ☐ Note: This clause only applies to the following FEMA grant programs: EMPG , HSGP , NSGP , THSGP , PSGP , IPR , HHPD , and TSGP .	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

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If the contract is for construction or repair work worth more than \$2,000, did your organization include the required Copeland Anti-Kickback Act clause? Note: This clause is only required in situations where the Davis-Bacon Act also applies. Yes ☒ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract meets the definition of “funding agreement,” did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Note: This clause is not required under the PA, HMGP, FMA, PDM, FMAG, HMGP Post Fire, CCP, DCM, IHP-ONA, or Safeguarding Tomorrow RLF programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract involves the employment of mechanics or laborers, and the amount is in excess of \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause verbatim? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is in excess of \$150,000, did your organization include a Clean Air Act clause? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is in excess of \$150,000, did your organization include a Federal Water Pollution Control Act clause? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract amount is in excess of \$25,000, did your organization include a Suspension and Debarment clause and certification? See 2 C.F.R. Part 180 for additional requirements. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract amount is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

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Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? See 2 C.F.R. § 200.216 for additional requirements. Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323. Note: This clause is only applicable to state agencies and political subdivisions of a state for certain items as designated by the Environmental Protection Agency, with a purchase greater than \$10,000. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Is your FEMA grant program subject to the Build American Buy America Act (BABAA) requirements? If so, did you include a BABAA contract provision and self-certification? See Programs and Definitions: Build America, Buy America Act FEMA.gov. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provisions Guide? Note: FEMA does not require these clauses, and contracts will not be deemed noncompliant for failure to include these provisions.	
Note: This concludes the checklist applicable to states. The following checklists apply to Indian Tribes, local government, and nonprofits. However, the below information may be relevant when pass-through entities monitor or review subrecipient contracts of local governments and nonprofits.	

Indian Tribe Checklist

Note: If you respond “no” to any of the questions below, your procurement may not comply with the Federal Procurement Standards. FEMA recommends that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement		Supporting Documentation
Did your organization comply with its own procurement policies and procedures?	Yes ☐ No ☐	Procurement policy ☐
Is the price fair and reasonable?	Yes ☐ No ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (ex: receipt, invoice) ☐
If the purchase is over \$25,000, did your organization ensure that the contractor was not suspended or debarred (S&D)? See 2 C.F.R. Part 180 for additional information.	Yes ☐ No ☐	Printout of SAM.gov search ☐ Copy of S&D certification ☐ Contract with applicable S&D clause ☐
Required Contract Provisions		
Note: The Federal Procurement Standard at 2 C.F.R. § 200.327 requires that recipient and subrecipient contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). For a full description of the contract clauses, including verbatim, sample, or suggested language for some federally required contract clauses, refer to the Contract Provisions Guide.		
If the contract is over \$350,000, did your organization include a Remedies clause? Note: AFG recipients must include a penalty clause in all contracts for any AFG-funded vehicle.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction work and worth more than \$2,000, did your organization include the required Davis-Bacon Act clause? Note: This clause only applies to the following FEMA grant programs: EMPG , HSGP , NSGP , THSGP , PSGP , IPR , HHPD , and TSGP .	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

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If the contract is for construction or repair work worth more than \$2,000, did your organization include the required Copeland Anti-Kickback Act clause? Note: This clause is only required in situations where the Davis-Bacon Act also applies.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract meets the definition of “funding agreement,” did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Note: This clause is not required under the PA, HMGP, FMA, PDM, FMAG, HMGP Post Fire, CCP, DCM, IHP-ONA, or Safeguarding Tomorrow RLF programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract involves the employment of mechanics or laborers, and the amount is in excess of \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is in excess of \$150,000, did your organization include a Clean Air Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is in excess of \$150,000, did your organization include a Federal Water Pollution Control Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract amount is in excess of \$25,000, did your organization include a Suspension and Debarment clause? See 2 C.F.R. Part 180 for additional requirements.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract amount is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

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Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? See 2 C.F.R. § 200.216 for additional requirements.	Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Is your FEMA grant program subject to the Build American Buy America Act (BABAA) requirements? If so, did you include a BABAA contract provision and self-certification? See Programs and Definitions: Build America, Buy America Act FEMA.gov.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provisions Guide? Note: FEMA does not require these clauses, and contracts will not be deemed noncompliant for failure to include these provisions.		
Note: This concludes the checklist applicable to Indian Tribes. The following checklists apply only to local governments and nonprofits.		

Procurement Policy Checklist

Note: If you respond “no” to any of the questions below, your procurement may not comply with the Federal Procurement Standards. FEMA recommends that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

General Procurement Standards Mandatory Rules	Supporting Documentation
Does your organization have and use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws and regulations, provided the procurement conforms to applicable Federal law and the standards set forth at 2 C.F.R. Part 200? See 2 C.F.R. § 200.318(a). Yes ☐ No ☐	Documented procurement policies and procedures ☐
Does your organization have policies and procedures requiring contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order? See 2 C.F.R. § 200.318(b). Yes ☐ No ☐	Procurement policies and procedures should contain: Procedures describing oversight ☐ Details of payment/invoice process ☐ Receiving/acceptance of good and services ☐ Reporting requirements ☐
Does your organization have written standards of conduct covering conflicts of interest and the actions of employee engaged in the selection, award, and administration of contracts? See 2 C.F.R. § 200.318(c). Yes ☐ No ☐	Written standards of conduct policies ☐
Does your organization have policies to ensure officers, employees, and agents of local governments and nonprofits may neither solicit nor accept gifts or gratuities, favors, or anything of monetary value from contractors or parties to subcontracts? See 2 C.F.R. § 200.318(c)(1). Yes ☐ No ☐	Review your organization’s procurement policies and procedures to ensure that there is a prohibition on gifts. Examples of gifts may include: Entertainment and hospitality; ☐ Loans and forbearance; ☐ Travel, lodging and meals; and/or ☐ Apparel and training offerings. ☐

	Note: Local governments and nonprofits may set standards for accepting gratuities when the financial interest is not substantial. See De Minimis Gift Exception.
Does your organization have policies to ensure no employee, officer, agent, or board member may participate in the selection, award, or administration of a contract supported by federal award if they have a real or apparent conflict of interest? See 2 C.F.R. § 200.318(c)(1). Yes ☐ No ☐ Note: Policies may outline a recusal process by employees, officers, agents, or board members of a local government or nonprofit involved in the awarding and administration to mitigate or avoid conflict of interest.	Review your organization's procurement policies and procedures for rules related to: Real conflict of interest; ☐ Apparent conflict of interest; and ☐ Organizational Conflict of Interest. ☐
Does your organization have procedures to avoid the acquisition of unnecessary or duplicative items, and procedures to procure good and services using the most economical approach when feasible? See 2 C.F.R. § 200.318(d). Yes ☐ No ☐	Written procedures to avoid unnecessary or duplicative items. ☐
Did your organization award a contract only to responsible contractors, possessing the ability to perform successfully under the terms and conditions of a proposed procurement? See 2 C.F.R. § 200.318(h). Yes ☐ No ☐	Review your organization's policies and procedures to ensure that contractor responsibility determination is required. Local governments and nonprofits must determine that selected contractors are responsible by documenting: Contractor integrity; ☐ Compliance with public policy; ☐ Record of past performance; ☐ Copy of certification; ☐ Contract with applicable clause; ☐ Financial and technical resources; ☐ and Contractor is not suspended or debarred on SAM.gov ☐

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Does your organization have procedures to settle all contractual and administrative issues arising out of procurements? See 2 C.F.R. § 200.318(k). Yes ☐ No ☐	Procurement policies and procedures to ensure they document how issues will be settled between the local government or nonprofit and their contractor. ☐
Note: Proceed to Question #3 to determine next applicable checklist based on the appropriate method of procurement.	

Noncompetitive Procurement Checklist

For more information on noncompetitive procurements see [2 C.F.R. § 200.320\(c\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not comply with the Federal Procurement Standards. FEMA recommends that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
Does the noncompetitive procurement meet one of the five required exceptions or circumstances to full and open competition? Yes ☐ Note: Micro-purchases are covered in a separate checklist. If using micro-purchases, please see the Micro-Purchase Checklist. See 2 C.F.R. § 200.320(c) for additional information on the circumstances permitting exception to competitive procurement requirements. No ☐	If yes, which of one of the four exceptions (not including Micro-Purchase) are you using? Single Source ☐ Public Emergency or Exigency ☐ FEMA or Pass-Through Entity Approval ☐ Inadequate Competition ☐
Did your organization provide written justification for the use of a noncompetitive method of procurement? Yes ☐ No ☐ Note: Award recipients and subrecipients can reference the suggested elements for noncompetitive procurement found in the PUGPG when drafting justifications.	Written justification on letterhead ☐
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i). Yes ☐ No ☐	Review your organization’s procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.

Did your organization document its rationale for contractor selection or rejection? Yes ☐ No ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter a time-and-materials (T&M) Contract? See 2 C.F.R. § 200.318(j). Note: If your organization did not enter a T&M contract this question can be skipped. See T&M contracts section for more information. Yes ☐ No ☐	If yes, did you include the following: Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (<i>including daily or weekly logs, records of performance meetings, etc.</i>); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Is the price fair and reasonable? Yes ☐ No ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Cost or Price Analysis ☐ Other: (ex: <i>receipt, invoice</i>) ☐
If the contract is more than \$350,000, was a cost or price analysis conducted? See 2 C.F.R. § 200.324(a). Yes ☐ No ☐ N/A ☐	Market reseach ☐ Historical data ☐
Did your organization ensure that it did not use a cost plus a percentage of cost (CPPC) contract type? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(c). Yes ☐ No ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐

If the contract is more than \$350,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? See 2 C.F.R. § 200.326 for additional information on the applicable bonding requirements. Yes ☐ No ☐ N/A ☐	Bond Certificates ☐
Required Contract Provisions	
Note: The Federal Procurement Standard at 2 C.F.R. § 200.327 requires that recipient and subrecipient contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). For a full description of the contract clauses, including verbatim, sample, or suggested language for some federally required contract clauses, refer to the Contract Provisions Guide.	
If the contract is more than \$350,000, did your organization include a Remedies clause? Yes ☐ Note: AFG recipients must include a penalty clause in all contracts for any AFG-funded vehicle. No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is more than \$10,000, did your organization include a Termination for Cause and Convenience clause? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause? Yes ☐ No ☐ Note: This clause only applies to the following FEMA grant programs: EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP. N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause? Yes ☐ No ☐ Note: This clause is only required in situations where the Davis-Bacon Act also applies. N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Yes ☐ No ☐ Note: This clause is not required under the PA, HMGP, FMA, PDM, FMAG, HMGP Post Fire, CCP, DCM, IHP-ONA, or Safeguarding Tomorrow RLF programs, as FEMA Awards N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

under these programs do not meet the definition of “ funding agreement ”.		
If the contract involves the employment of mechanics or laborers, and is in excess of \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is in excess of \$150,000, did your organization include a Clean Air Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is in excess of \$150,000, did your organization include a Federal Water Pollution Control Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is in excess of \$25,000, did your organization include a Suspension and Debarment clause? See 2 C.F.R. Part 180 for additional requirements.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? See 2 C.F.R. § 200.216 for additional requirements.	Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323 . Note: This clause is only applicable to state agencies and political subdivisions of a state for certain items as designated by the Environmental Protection Agency, with a purchase greater than \$10,000.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

Roadmap to Procurement Compliance

If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Is your FEMA grant program subject to the Build American Buy America Act (BABAA) requirements? If so, did you include a BABAA contract provision and self-certification? See Programs and Definitions: Build America, Buy America Act FEMA.gov.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provisions Guide? Note: FEMA does not require these clauses, and contracts will not be deemed noncompliant for failure to include these provisions.		
Note: This concludes all applicable checklists if using the noncompetitive method of procurement.		

Micro-Purchase Procurement Checklist

For more information on the micro-purchase method of procurement see [2 C.F.R. § 200.320\(a\)\(1\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not be in compliance with the Federal Procurement Standards. FEMA recommends that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
Is the price fair and reasonable? Yes ☐ No ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (ex: receipt, invoice) ☐
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i) . Yes ☐ No ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i) . Yes ☐ No ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter a time-and-materials (T&M) Contract? See 2 C.F.R. § 200.318(j) . Yes ☐ No ☐	If yes, did you include the following?

Note: If your organization did not enter a T&M contract this question can be skipped. See T&M contracts section for more information.	Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (<i>including daily or weekly logs, records of performance meetings, etc.</i>); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Did your organization ensure that it did not use a cost plus a percentage of cost (CPPC) contract type? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(c). Yes ☐ No ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Required Contract Provisions	
Note: The Federal Procurement Standard at 2 C.F.R. § 200.327 requires that recipient and subrecipient contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). For a full description of the contract clauses, including verbatim, sample, or suggested language for some federally required contract clauses, refer to the Contract Provisions Guide.	
If the contract is for construction work and more than \$2,000, did your organization include the required Davis-Bacon Act Clause? Yes ☐ No ☐ N/A ☐ Note: This clause only applies to the following FEMA grant programs: EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction or repair work more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause? Yes ☐ No ☐ N/A ☐ Note: This clause is only required in situations where the Davis-Bacon Act also applies.	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract meets the definition of “funding agreement”, did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document.

Roadmap to Procurement Compliance

Note: This clause is not required under the PA, HMGP, FMA, PDM, FMAG, HMGP Post Fire, CCP, DCM, IHP-ONA, or Safeguarding Tomorrow RLF programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.	N/A ☐	Page Number: _____
Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? See 2 C.F.R. § 200.216 for additional requirements.	Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323. Note: This clause is only applicable to state agencies and political subdivisions of a state for certain items as designated by the Environmental Protection Agency, with a purchase greater than \$10,000.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provisions Guide? Note: FEMA does not require these clauses, and contracts will not be deemed noncompliant for failure to include these provisions.		
Note: This concludes all applicable checklists if using the micro-purchase method of procurement.		

Simplified Acquisitions Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(a\)\(2\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not comply with the Federal Procurement Standards. FEMA recommends that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
Is the price fair and reasonable? Yes ☐ No ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (ex: receipt, invoice) ☐
Did your organization obtain price or rate quotations from an adequate number of qualified sources? See 2 C.F.R. § 200.320(a)(2)(i). Note: Adequate number is determined by the entity based on specific respective procurement circumstances. FEMA encourages at least three price or rate quotations when using simplified acquisition procedures. Yes ☐ No ☐	Adequate number of qualified sources determined to be appropriate for this procurement: _____ Justification Provided ☐
Did your organization ensure that it did not use a cost plus a percentage of cost (CPPC) contract type? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(c). Yes ☐ No ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i). Yes ☐ No ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; ☐ Basis for contract price. ☐ Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.

Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i). Yes ☐ No ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter a time-and-materials (T&M) Contract? See 2 C.F.R. § 200.318(j). Note: If your organization did not enter a T&M contract this question can be skipped. See T&M contracts section for more information. Yes ☐ No ☐	If yes, did you include the following? Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Competition Requirements	
For more information on competition requirements see 2 C.F.R. § 200.319 .	
Did your organization ensure that it did not restrict competition by having unreasonable awarding requirements. See 2 C.F.R. § 200.319(c). Examples of this include: • Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. • Unnecessary levels or years of experience for contractors to do business must not be required. • Excessive bonding increases the costs incurred by the contractor Yes ☐ No ☐	Review the following solicitation and advertising documents to include to determine if your organization restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. • Request for Proposal (RFP) ☐ • Invitation for Bid (IFB) ☐ • Request for Quote (RFQ) ☐ • Advertisements ☐ • Other: (ex: bonds, evaluations, scoring, etc.)

and limits the opportunity for target firms to compete for a contract under a FEMA award. Specifying only a “brand name” product instead of allowing an “equivalent” or “compatible” product.	
Required Contract Provisions	
Note: The Federal Procurement Standard at 2 C.F.R. § 200.327 requires that recipient and subrecipient contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) . For a full description of the contract clauses, including verbatim, sample, or suggested language for some federally required contract clauses, refer to the Contract Provisions Guide .	
If the contract worth exceeds \$350,000, did your organization include a Remedies clause? Note: AFG recipients must include a penalty clause in all contracts for any AFG-funded vehicle.	Yes ☐ No ☐ N/A ☐
	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract worth is more than \$10,000, did your organization include a Termination for Cause and Convenience clause?	Yes ☐ No ☐ N/A ☐
	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction work and worth more than \$2,000, did your organization include the required Davis-Bacon Act Clause? Note: This clause only applies to the EMPG , HSGP , NSGP , THSGP , PSGP , IPR , HHPD , and TSGP .	Yes ☐ No ☐ N/A ☐
	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction or repair work and worth more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause? Note: This clause is only required in situations where the Davis-Bacon Act also applies.	Yes ☐ No ☐ N/A ☐
	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

Roadmap to Procurement Compliance

If the contract meets the definition of “funding agreement,” did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Yes ☐ Note: This clause is not required under the PA, HMGP, FMA, PDM, FMAG, HMGP Post Fire, CCP, DCM, IHP-ONA, or Safeguarding Tomorrow RLF programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”. No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract involves the employment of mechanics or laborers, and the amount exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract exceeds \$150,000, did your organization include a Clean Air Act clause? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract worth exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract worth exceeds \$25,000, did your organization include a Suspension and Debarment clause? See 2 C.F.R. Part 180 for additional requirements. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract amount is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor? Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? See 2 C.F.R. § 200.216 for additional requirements. Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323. Note: This clause is only applicable to state agencies and political subdivisions of a state for certain items as designated by the Environmental Protection Agency, with a purchase greater than \$10,000. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Is your FEMA grant program subject to the Build American Buy America Act (BABAA) requirements? If so, did you include a BABAA contract provision and self-certification? See Programs and Definitions: Build America, Buy America Act FEMA.gov. Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provisions Guide? FEMA does not require these clauses, and contracts will not be deemed noncompliant for failure to include these provisions.	
Note: This concludes all applicable checklists if using the simplified acquisitions method of procurement.	

Sealed Bids Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(b\)\(1\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not comply with the Federal Procurement Standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
If contract price exceeds \$350,000, did your organization complete an independent cost estimate before issuing the Invitation for Bids (IFB)/Invitation to Bid (ITB)? See 2 C.F.R. § 200.324(a) . Yes ☐ No ☐ N/A ☐	Evidence of Market Research ☐ Historical Data ☐ Other: ☐
Did your organization ensure that it did not use a cost plus a percentage of cost (CPPC) contract type? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(c) . Yes ☐ No ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i) . Yes ☐ No ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i) . Yes ☐ No ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐

Did your organization enter a time-and-materials (T&M) contract? See 2 C.F.R. § 200.318(j). Yes ☐ No ☐ Note: If your organization did not enter a T&M contract this question can be skipped. See T&M contracts section for more information.	If yes, did you include the following? Justification explanation of why a T&M contract was the only suitable contract type: A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (<i>including daily or weekly logs, records of performance meetings, etc.</i>); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Does the IFB/ITB contain a clear and accurate description of the goods/services to be procured? See 2 C.F.R. § 200.320(b)(1)(i)(A). Yes ☐ No ☐	Solicitation Document ☐
Was the IFB/ITB publicly advertised? See 2 C.F.R. § 200.320(b)(1)(ii)(A). Yes ☐ No ☐ N/A ☐ Note: Local governments are required to publicly advertise the IFB/ITB.	Advertisement ☐
Did your organization solicit enough bids from an adequate number of qualified sources to satisfy the full an open competition requirement? See 2 C.F.R. § 200.320(b)(1)(ii)(A). Yes ☐ No ☐ Note: The entity determines the adequate number of qualified sources by considering its specific procurement circumstances. FEMA encourages at least three price or rate quotations when using sealed bidding.	Indicate the number of contractors solicited and the number you determine to be an adequate number of qualified sources: _____
If the contract worth exceeds \$350,000 and is for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? See 2 C.F.R. § 200.326. Yes ☐ No ☐	Bond Certificates ☐
Did your organization provide enough time for contractors to prepare and submit bids? See 2 C.F.R. § 200.320(b)(1)(ii)(A). Yes ☐ No ☐ Note: The Federal Procurement Standards do not provide a time frame. This determination is	Indicate how long contractors had to prepare and submit their bids: _____

subject to any relevant local, state, and/or tribal requirements.		
Did your organization establish the date, time, and location where the bids will be opened? See 2 C.F.R. § 200.320(b)(1)(ii)(C) . Note: For local governments, bids must be opened publicly.	Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract price exceeds \$350,000, did your organization perform a cost or price analysis after receiving bids? See 2 C.F.R. § 200.324(a) .	Yes ☐ No ☐ N/A ☐	Bid Tabulation ☐ Cost Analysis ☐
Did your organization award a fixed-price contract to the lowest responsible, responsive bid? See 2 C.F.R. § 200.320(b)(1)(ii)(D) .	Yes ☐ No ☐	Bid Tabulation ☐ Contract ☐ If no, provide narrative detailing how you determine the bid to be unresponsive and/or irresponsible. ☐
Competition Requirements		
For more information on competition requirements see 2 C.F.R. § 200.319 .		
Did your organization ensure that it did not restrict competition by having unreasonable awarding requirements. See 2 C.F.R. § 200.319(c) . Examples of this include:	Yes ☐ No ☐	Review the following solicitation and advertising documents to include to determine if your organization restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Request for Quote (RFQ) ☐ Advertisements ☐ Other: (bonds, evaluations, scoring, etc.) ☐
Required Contract Provisions		
Note: The Federal Procurement Standard at 2 C.F.R. § 200.327 requires that recipient and subrecipient contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) . For a full description of the contract clauses, including verbatim, sample, or suggested language for some federally required contract clauses, refer to the Contract Provisions Guide .		

If the contract worth exceeds \$350,000, did your organization include a Remedies clause? Note: AFG recipients must include a penalty clause in all contracts for any AFG-funded vehicle.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is worth more than \$10,000, did your organization include a Termination for Cause and Convenience clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction work and is worth more than \$2,000, did your organization include the required Davis-Bacon Act Clause? Note: This clause only applies to the the following FEMA grant programs: EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction or repair work and worth more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause? Note: This clause is only required in situations where the Davis-Bacon Act also applies.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract meets the definition of “funding agreement,” did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Note: This clause is not required under the PA, HMGP, FMA, PDM, FMAg, HMGP Post Fire, CCP, DCM, IHP-ONA, or Safeguarding Tomorrow RLF programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract involves the employment of mechanics or laborers, and the amount exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract exceeds \$150,000, did your organization include a Clean Air Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

If the amount of the contract exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the value of the contract exceeds \$25,000, did your organization include a Suspension and Debarment clause? See 2 C.F.R. Part 180 for additional requirements.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract worth is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? See 2 C.F.R. § 200.216 for additional requirements.	Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323. Note: This clause is only applicable to state agencies and political subdivisions of a state for certain items as designated by the Environmental Protection Agency, with a purchase greater than \$10,000.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Is your FEMA grant program subject to the Build American Buy America Act (BABAA) requirements? If so, did you include a BABAA contract provision and self-certification? See Programs and Definitions: Build America, Buy America Act FEMA.gov.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provisions Guide? Note: FEMA does not require these clauses, and contracts will not be deemed noncompliant for failure to include these provisions.		

Note: This concludes all applicable checklists if using the sealed bids method of procurement.

Proposals Checklist

For more information on small purchases see [2 C.F.R. § 200.320\(b\)\(2\)](#).

Note: If you respond “no” to any of the questions below, your procurement may not comply with the Federal Procurement Standards. It is recommended that you visit the [Purchasing Under a FEMA Award Resource Library](#) for assistance with compliance matters.

Requirement	Supporting Documentation
If contract price exceeds \$350,000, did your organization complete an independent cost estimate before issuing the Invitation for Bids (IFB)/Invitation to Bid (ITB)? See 2 C.F.R. § 200.324(a) . Yes ☐ No ☐ N/A ☐	Evidence of Market Research ☐ Historical Data ☐ Other: ☐
Did your organization ensure that it did not use a cost plus a percentage of cost (CPPC) contract type? CPPC contracts are prohibited by the federal procurement rules. See 2 C.F.R. § 200.324(c) . Yes ☐ No ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i) . Yes ☐ No ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ Note: Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? See 2 C.F.R. § 200.318(i) . Yes ☐ No ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐

Did your organization enter a time-and-materials (T&M) contract? See 2 C.F.R. § 200.318(j). Yes ☐ No ☐ Note: If your organization did not enter a T&M contract this question can be skipped. See T&M contracts section for more information.	If yes, did you include the following? Justification explanation of why a T&M contract was the only suitable contract type; A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Does the RFP contain a clear and accurate description of the goods/services to be procured? See 2 C.F.R. § 200.320(b)(2). Yes ☐ No ☐	RFP ☐
Does the RFP identify all evaluation factors and their relative importance, with price as one of the factors? See 2 C.F.R. § 200.320(b)(2)(iii). Yes ☐ No ☐ N/A ☐	RFP ☐ Other: _____
Did your organization publicly advertise the RFP? See 2 C.F.R. § 200.320(b)(2)(i). Yes ☐ No ☐	Advertisement ☐
Did your organization solicit enough proposals from an adequate number of qualified offerors to satisfy the full an open competition requirement? See 2 C.F.R. § 200.320(b)(2)(i). Yes ☐ No ☐	Indicate the number you determine to be an adequate number of qualified offerors: _____
If the contract price exceeds \$350,000, did your organization perform a cost or price analysis after receiving proposals? See 2 C.F.R. § 200.324(a). Yes ☐ No ☐ N/A ☐	Tabulation ☐ Cost Analysis ☐

If the contract is more than \$350,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? See 2 C.F.R. § 200.326 for additional information on the applicable bonding requirements.	Yes ☐ No ☐ N/A ☐	Bond Certificates ☐
Competition Requirements		
For more information on competition requirements see 2 C.F.R. § 200.319 .		
Did you ensure that your organization did not restrict competition by having unreasonable awarding requirements. Examples of this include: • Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. • Unnecessary levels or years of experience for contractors to do business must not be required. • Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. • Specifying only a “brand name” product instead of allowing an “equivalent” or “compatible” product. See 2 C.F.R. § 200.319(c) .	Yes ☐ No ☐	Review the following solicitation and advertising documents to include to determine if your organization restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Request for Quote (RFQ) ☐ Advertisements ☐ Other: (ex: bonds, evaluations, scoring, etc.) ☐
Required Contract Provisions		
Note: The Federal Procurement Standard at 2 C.F.R. § 200.327 requires that recipient and subrecipient contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) . For a full description of the contract clauses, including verbatim, sample, or suggested language for some federally required contract clauses, refer to the Contract Provisions Guide .		
If the contract price exceeds \$350,000, did your organization include a Remedies clause? Note: AFG recipients must include a penalty clause in all contracts for any AFG-funded vehicle.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is worth more than \$10,000, did your organization include a Termination for Cause and Convenience clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

If the contract is for construction work and is worth more than \$2,000, did your organization include the required Davis-Bacon Act Clause? Note: This clause only applies to the the following FEMA grant programs: EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for construction or repair work and worth more than \$2,000, did your organization include the required Copeland Anti-Kickback Act Clause? Note: This clause is only required in situations where the Davis-Bacon Act also applies.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract meets the definition of “funding agreement,” did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? Note: This clause is not required under the PA, HMGP, FMA, PDM, FMAG, HMGP Post Fire, CCP, DCM, IHP-ONA, or Safeguarding Tomorrow RLF programs, as FEMA Awards under these programs do not meet the definition of “funding agreement”.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract involves the employment of mechanics or laborers, and the price exceeds \$100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract exceeds \$150,000, did your organization include a Clean Air Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract price exceeds \$150,000, did your organization include a Federal Water Pollution Control Act clause?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract price exceeds \$25,000, did your organization include a Suspension and Debarment clause? See 2 C.F.R. Part 180 for additional requirements.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____

Roadmap to Procurement Compliance

If the contract price is in excess of \$100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? See 2 C.F.R. § 200.216 for additional requirements.	Yes ☐ No ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization include a Recovered Materials clause? See 2 C.F.R. § 200.323. Note: This clause is only applicable to state agencies and political subdivisions of a state.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? See 2 C.F.R. § 200.322.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Is your FEMA grant program subject to the Build American Buy America Act (BABAA) requirements? If so, did you include a BABAA contract provision and self-certification? See Programs and Definitions: Build America, Buy America Act FEMA.gov.	Yes ☐ No ☐ N/A ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Page Number: _____
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provisions Guide? Note: FEMA does not require these clauses, and contracts will not be deemed noncompliant for failure to include these provisions.		
Note: This concludes all applicable checklists if using the proposals method of procurement.		



FEMA