NCR SAA’s Policy

The SAA will apply FEMA’s policy to qualifying maintenance/warranty costs that exceed the subgrant period of performance. This policy extends to licenses and user fees as well. Note: The SAA reserves the right to request additional information and/or documentation to consider approval.

1. Warranties/Maintenance Contracts/Licenses and User Fees coverage may exceed the subgrant period of performance if:

1.1. Purchased at the same time and on the same invoice or purchase order as the original equipment or system for which the warranty/maintenance contract/license and users fees serve to cover and is reasonable and consistent with that which is typically provided for or available through these types of agreements. In addition, subgrantees should supply documentation regarding the period of coverage (i.e. start date and end date) if unidentifiable on the invoice.

The period of performance for this project ended on May 31, 2013. While the invoice date is within the period of performance for the equipment purchased (indicated in red), the service and license agreements incidental to the purchase (indicated in blue) fall outside of the subgrant performance period. This policy would allow the SAA to approve the request.
2. Warranties/Maintenance Contracts/Licenses and User Fees coverage may not exceed the subgrant period of performance if:

2.1. Purchased as a stand-alone purchase and not along with the new/original equipment or system. Subgrantees should identify multiple funding sources to spread the costs before the point of sale and before submitting to the SAA for reimbursement.

2.2. Purchased as a renewal of software subscriptions, licenses and user fees. A stand-alone software purchase will normally not meet the requirement of being "purchased incidental to the original purchase of the system or equipment".

The period of performance for this project ended on September 30, 2012. The extended maintenance was not included in the original purchase. Consistent with the SAA’s existing policy, this invoice was prorated. The proration is based on the date in which the additional coverage became available. The subgrantee was able to submit the remaining costs under another project year.

FEMA Grants Program Directorate Policy
FP 205-402-125-1 May 10, 2013

“Subject to limited exception, the length or term of the maintenance agreement purchased may not exceed the period of performance of the grant funding with which the maintenance agreement is being purchased. For example, a maintenance agreement purchased with FY 2012 grant funding may not provide maintenance or warranty coverage beyond the expiration of the period performance for your FY 2012 grant.

Exception to the requirements is that if the maintenance contract or extended warranty is purchased incidental to (i.e. at the same time and under the same grant award as) the original purchase to the system or equipment, coverage may exceed the period of performance, as long as the coverage purchased is consistent with that which is typically provided for or available through these types of agreements, warranties, or contracts. When purchasing stand-alone warranty, or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.”