**Procurement Contract Administration Check List**

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| **Grantee:** | Click or tap here to enter text. |
| **Item to Procure:** | Click or tap here to enter text. |
| **Reviewed by:** | Click or tap here to enter text. |
| **Date of Review** | Click or tap to enter a date. |

| ***Regulation*** |  | ***Statewide*** | ***Sole Source*** | ***Small*** | ***Element Required*** | ***Element Documentation Location &/or Explanation, if required*** | ***TDOT Confirmation*** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **4220.1F.VII** | **Contract Administration** | | | | | | |
| **4220.1F.IV.2.e.** | **355 Rolling Stock – Part 3** | | | | | | |
| **4220.1F.IV.2.e.** | **Rolling Stock** | | | | | | |
| **4220.1F.IV.2.e.(2)**  **49 CFR §26.49** | **Post-Delivery Transit Vehicle Manufacturer (TVM) FMVSS Self Certification**   * Upon delivery of vehicle but before the earlier of transfer of title or putting the vehicle into revenue service, the recipient must retrieve a copy of the transit Vehicle Manufacturer (TVM) self certification that it has complied with the FTA’s DBE and safety requirements. Used for the required recipient certification. |  |  |  |  |  |  |
| **4220.1F.IV.2.e.(6)**  **49 USC §5323(m)**  **49 CFR Part 663** | **Post-Delivery Buy America Documentation from Manufacturer**   * Before transfer of title, documentation that lists Component and subcomponent parts identified by manufacturer of parts of rolling stock to be purchased, their country of origin and costs, and the location of the final assembly point with a description of the activities that will take place at the final assembly point and the cost of final assembly. Used for the required recipient certification. |  |  |  |  |  |  |
| **4220.1F.IV.2.i.** | **360 Construction – Part 3** | | | | | | |
| **4220.1F.IV.2.i.** | **Construction** | | | | | | |
|  | **Construction – Close Out**  Contractor close out certifications completed. |  |  |  |  |  |  |
|  | **405 Contract Administration – Part 3** | | | | | | |
|  | **Contract Administration – Subrecipient Oversight of Third Party Contracts**   * The subrecipient must have oversight of the performance of Third Party contracts. | | | | | | |
|  | **Agreement Documentation – Issued Purchase Order or Executed Contract**  A copy of the issued purchase order or executed contract with the required clauses attached or included has been prepared for TDOT’s records? |  |  |  |  |  |  |
| **4220.1F.V.7.b.(2)**  **4220.1F.VII.1.a.(2)**  **\*2 CFR 200.318(k)** | **Protections Against Performance Difficulties – Changes and Modifications\***  A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change.  Were there any contract changes?  A cost analysis was completed for each contract change and modification?  The contract changes identified did not create a cardinal change? |  |  |  |  |  |  |
| **4220.1F.VII.3.**  **\*2 CFR 200.318(k)** | **Protections Against Performance Difficulties – Disputes\***  The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, …  The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract disputes.  Were there any contract disputes?  Was TDOT kept informed and given quarterly status updates of disputes?  Were all disputes resolved according to the recipient’s procedures? |  |  |  |  |  |  |
| **4220.1F.VII.4.**  **\*2 CFR 200.318(k)** | **Protections Against Performance Difficulties – Claims and Litigation\***  The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. …  The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract claims and litigation resulting from a contractor’s violation, default, or breach of its third party contracts with recipients of Federal assistance. The recipient is also responsible for resolving any claims and litigation the contractor may present against it.  Were there any contract claims and litigations?  Was TDOT kept informed and given quarterly status updates of claims and litigations?  Were all claims and litigations resolved according to the recipient’s procedures? |  |  |  |  |  |  |
| **4220.1F.IV.2.b.(6)(b)1**  **\*2 CFR 200.318(k)** | **Protections Against Performance Difficulties – Claims and Litigation – Liquidated Damages\***  FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient’s costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract’s delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise.  Did the recipient use liquidated damages as a remedy?  Were liquidated damages disclosed in the solicitation and contract document and was there documentation as to the rate to be charged?  Any liquidated damages charged were calculated to reasonably reflect the recipient’s costs if the standards of the contract are not met, such as a rate per day for each day beyond the contract’s delivery date? |  |  |  |  |  |  |
| **4220.1F.IV.2.b.(3)** | **Period of Performance – Rationale**  The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. The recipient should also consider competition, pricing, fairness, and public perception.  Planning records for the procurement document recipient’s rationale for determining the performance period designated? |  |  |  |  |  |  |
|  | **Payment Provisions** | | | | | | |
| **4220.1F.IV.2.b.(5)(a)**  **4220.1F.IV.2.b.(5)(b)**  **4220.1F.IV.2.b.(5)I** | **Payment Provisions**  The recipient may use its own funds to finance its contracts. However, if the recipient intends to use FTA assistance, expects to be reimbursed with FTA assistance, or dedicates its local share funds to support contract costs it has financed, then it must structure its payment provisions carefully.  Was the timing of payments after delivery of the goods or services?  Was the timing of payments after the time in which the federal funds to be used for reimbursement were awarded or planned to be awarded? |  |  |  |  |  |  |
| **4220.1F.IV.2.b.(5)(b)** | **Advance payments**  Advance payments are payments made to a contractor before the contractor incurs contract costs.  The recipient may not use FTA assistance to make payments to a third party contractor before the contractor has incurred costs for which the payments would be attributable. FTA does make exceptions to the advance payment prohibition, if the recipient can provide sound business reasons for doing so and has obtained FTA’s advanced written concurrence. Adequate security for the advance payment is an essential pre-condition to FTA’s concurrence in the use of FTA or local share funds.  Were any advance payment provisions used? |  |  |  |  |  |  |
| **4220.1F.IV.2.b.(5)(c)** | **Progress payments**  Progress payments are payments for contract work that has not been completed.  The recipient may use FTA assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.  The Common Grant Rules requires that any progress payments for construction contracts be made on a percentage of completion method. For other than construction contracts, the percentage of completion method may not be used.  Were any progress payment provisions used? |  |  |  |  |  |  |
|  | **END OF CHECKLIST** | | | | | | |