**Procurement – Contract Administration Worksheet**

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

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| **Contract Administration Worksheet – Part 1***Completed and submitted prior to requesting price quotes or launching publicity plan* |

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| **4220.1F III.3.b. Third Party Contracting Capacity**As part of an FTA recipient’s obligation to maintain adequate technical capacity to carry out its project and comply with the Common Grant Rules, the recipient’s third party contracting capability must be adequate toundertake its procurements effectively and efficiently in compliance with applicable Federal, State, and local requirements. The Common Grant Rules require the recipient to maintain a contract administration system to ensure that it and its third party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State and local requirements. |
| **2 CFR § 200.318 General Procurement Standards – Vendor Oversight and Contract Administration**(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. |
| **Which of the recipient’s employees, consultants, or representatives, will be assigned to oversee the contractor’s performance to deliver the procured goods or services as the Project Manager?**The Project Manager assigned to each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary. |
| **Project Manager(s)** | Click or tap here to enter text. |
|  | **N/A** | **True** | **False** |
| Is the Project Manager identified in the solicitation documents to be advertised?  |[ ] [ ] [ ]
| **Evaluation Planning – Evaluators**(4220.1F.VI.7.c.)In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the recipient determines would be necessary or helpful. Although many FTA recipients assign evaluation duties to their own personnel, a recipient lacking qualified personnel within its organization may contract for the evaluation services it needs.List the Evaluators that will serve to review and select offers for this procurement and their employer. |
| **Evaluator** | **Employer Organization** |
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| **2 CFR § 200.318 General Procurement Standards – Conflicts of Interest**(c) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. … |
| **Conflicts of Interest**… a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.(2 CFR 200.318(c)(1)) |
|  | **True** | **False** |
| **Conflicts of Interest**The recipient has reviewed the future procurement and determined that no real or apparent conflict of interest with employees, officers, or agents participating in the selection, award, or administration of a contract supported by a Federal award is evident?  |[ ] [ ]
|  | **N/A** | **True** | **False** |
| **Evaluation Planning – Evaluators – Personal Conflicts of Interest**The recipient has reviewed the evaluators listed and determined that no personal conflict of interest is evident?(4220.1F.VI.2.b.) |[ ] [ ] [ ]
| **Organizational Conflicts of Interest**… Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.(2 CFR 200.318(c)(2)) |
|  | **True** | **False** |
| **Organizational Conflicts of Interest**The recipient has reviewed the future procurement and determined that no organizational conflict of interest is evident?  |[ ] [ ]

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| **Full and Open Competition Analysis**(4220.1F Chapter III Section 3.a.(1)(a)) (2 CFR §200.319(d))All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition and avoiding any practices that might unduly restrict competition. |
|  | **N/A** | **True** | **False** |
| **Full and Open Competition Analysis – Specifications – Not Unduly Restrict Competition** Do the procurement specifications describe needs and are not exclusionary, discriminatory, unreasonably restrictive, violate federal laws or regulations, and avoid features that unduly restrict competition?(4220.1F.VI.2.a.(4)(b)) (2 CFR 200.319(d)(1)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Eliminate Unfair Advantage** Were the specifications, requirements, statements of work, invitation to bid, or request for proposal developed or drafted without the assistance of consultants or if they were developed or drafted by consultants are those consultants excluded from competing for the procurement?(2 CFR 200.319(b)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Unreasonable Requirements** Do the solicitation specifications avoid placing unreasonable requirements on firms in order for them to qualify to do business?(4220.1F.VI.2.a.(4)(b)) (2 CFR 200.319(b)(1)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Unnecessary Experience** Do the procurement specifications require unnecessary experience?(4220.1F.VI.2.a.(4)(b) (2 CFR 200.319(b)(2)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Excessive Bonding Requirements** Do the procurement specifications avoid imposing excessive bonding requirements?(4220.1F.VI.2.a.(4)(b) (2 CFR 200.319(b)(2)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Brand Name Descriptions** Brand names are not used in the procurement specifications or if they are used the specific features of the brand which must be met in submitted offers are clearly stated?(4220.1F.VI.2.a.(4)(f)) (2 CFR 200.319(b)(6)) (2 CFR 200.319(d)(1)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Arbitrary Action** The procurement specifications do not appear to require unrelated requirements or arbitrary actions?(4220.1F.VI.2.a.(4)(j)) (2 CFR 200.319(b)(7)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Avoid Geographic Preferences** Do the procurement specifications avoid using in-State or local geographical preferences (In particular, 49 U.S.C. Section 5325(i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers.), except for A&E services as long as the pool of qualified A&E firms has the appropriate number of qualified firms to compete for the project?(4220.1F.VI.2.a.(4)(g)) (2 CFR 200.319(c)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Collusion Among Vendors**The recipient has reviewed the future procurement and will evaluate offers for any noncompetitive pricing practices that have the effect of trade restraint?(4220.1F.VI.2.a.(4)(i)) (2 CFR 200.319(b)(3)) |[ ] [ ] [ ]

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| **Prequalification of Vendors**(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |
|  | **True** | **False** |
| **Prequalification of Vendors**Does the recipient plan to require potential vendors to be prequalified?(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |[ ]  [ ]  |
|  | **N/A** | **True** | **False** |
| **Prequalification of Vendors – Current Prequalification Lists**If prequalification is required, are all prequalification lists current?(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |[ ] [ ] [ ]
| **Prequalification of Vendors – Sufficient Qualified Sources**If prequalification is required, do prequalification lists include enough qualified sources to provide for maximum full and open competition?(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |[ ] [ ] [ ]
| **Prequalification of Vendors – Qualification During Solicitation**If prequalification is required, are potential offerors able to qualify during the solicitation period? (The grantee is not required to hold open a solicitation period so that potential offerors have time to qualify or change the prequalification process to meet a solicitation due date. The only requirement is that the prequalification process is available during the period when the solicitation is open. It is the responsibility of the potential offeror to meet the requirements of the prequalification process within the time that the solicitation is open.)(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |[ ] [ ] [ ]

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| **2 CFR § 200.318 General Procurement Standards – Protections Against Performance Difficulties**(k) 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. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. … |
| **Protest Procedures**(4220.1F.VII.1.a.(1)) (2 CFR 200.318(k))Apart from other methods the recipient may have to resolve third party contract issues, such as mediation or arbitration, the Common Grant Rule for governmental recipients requires the recipient to have protest procedures. While the Common Grant Rule for non-governmental recipients does not impose a similar requirement on a non-governmental recipient, FTA expects each recipient to have appropriate written protest procedures, as part of its requirement to maintain or acquire adequate technical capacity to implement the project. |
|  | **N/A** | **True** | **False** |
| **Protest Procedures – Contact Information**Does the solicitation and vendor agreement (contract or purchase order) provide the name of the project manager or another recipient official to address any protests that might arise during the procurement or in the fulfilling the procurement contract?(4220.1F.VII.1.) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **Protest Procedures – Available to Potential Offerors**FTA expects each recipient to have appropriate written protest procedures, as part of its requirement to maintain or acquire adequate technical capacity to implement the project. Protest procedures must be available to bidders and the public.Does the recipient make protest procedures available to potential offerors in the solicitation?(4220.1F.VII.1.a.(1)) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| Provide an explanation of the availability of protest procedures to potential vendors.(Such as protest procedures will be incorporated into the text of the advertised procurement, or available on the recipient website with a link provided in the solicitation materials, etc.) |
| Click or tap here to enter text. |
| **Protest Procedures – Minimum Responsibilities**The recipient must document and track protests involving third party contracts and potential third party contracts that:* Have a value exceeding $100,000, or
* Involve a controversial matter, irrespective of amount, or
* Involve a highly publicized matter, irrespective of amount.

The details to document about each protest must include:* A brief description of the protest,
* The basis of disagreement, and
* If open, how far the protest has proceeded, or
* If resolved, the agreement or decision reached, and
* Whether an appeal has been taken or is likely to be taken.

The information must be updated and reported to TDOT quarterly.(4220.1F.VII.1.a.(1)) |
|  | **N/A** | **True** | **False** |
| **Protest Procedures – Minimum Responsibilities**Does the recipient have a process to document, track, and report protests?(4220.1F.VII.1.a.(1)) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **Changes and Modifications**(4220.1F.VII.2.a.(1)) (2 CFR 200.318(k))The recipient is responsible for issuing, evaluating, and making necessary decisions involving any change to its third party contracts, and any change orders, or modifications it may issue. The recipient is also responsible for evaluating and making the necessary decisions involving any claim of a constructive change.Provisions that address changes and changed conditions are needed for third party contracts except for routine supply contracts. |
|  | **True** | **False** |
| **Changes and Modifications – Routine Supply Contracts**Routine supply contracts, under the concept of sound business judgement, usually do not raise to the level of concern to require change and modification provisions.Is this a routine supply type contract/purchase which does not create the necessity of change and modification provisions?(2 CFR 200.318(k)) |[ ] [ ]
|  | **N/A** | **True** | **False** |
| **Changes and Modifications – Provision**The recipient is responsible for issuing, evaluating, and making necessary decisions involving any change to its third party contracts, and any change orders, or modifications it may issue. The recipient is also responsible for evaluating and making the necessary decisions involving any claim of a constructive change.Does the recipient provide change and modification provisions in the solicitation or available to potential vendors, and include the provisions in the proposed third party contract?(4220.1F.VII.1.a.(2)) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **Changes and Modifications – Cost Analysis Requirement**The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. …… The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.Does the recipient have provisions to complete a cost analysis for all allowable changes and modifications?(4220.1F.VI.6.a.) (2 CFR 200.324(a)) |[ ] [ ] [ ]
| **Changes and Modifications – Prohibition of Cardinal Changes**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.Does the recipient understand that cardinal changes to procured projects are not allowed?(4220.1F.V.7.b.(2)) (4220.1F.VII.1.a.(2)) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| Provide an explanation of the availability of change and modification provisions to potential vendors. |
| Click or tap here to enter text. |
| **Disputes**(4220.1F.VII.3.) (2 CFR 200.318(k))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. |
|  | **N/A** | **True** | **False** |
| **Disputes – Contact Information**Does the solicitation and vendor agreement (contract or purchase order) provide the name of the project manager or another recipient official to address any disputes that might arise in the fulfilling the procurement contract?(4220.1F.VII.3.) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| Provide an explanation of the availability of dispute provisions to potential vendors. |
| Click or tap here to enter text. |
| **Disputes – Minimum Responsibilities**The recipient must document and track disputes involving third party contracts and potential third party contracts that:* Have a value exceeding $100,000, or
* Involve a controversial matter, irrespective of amount, or
* Involve a highly publicized matter, irrespective of amount.

The details to document about each protest must include:* A brief description of the dispute,
* The basis of disagreement, and
* If open, how far the dispute has proceeded, or
* If resolved, the agreement or decision reached, and
* Whether an appeal has been taken or is likely to be taken.

The information must be updated and reported to TDOT quarterly.(4220.1F.VII.3.a.(1)) |
|  | **N/A** | **True** | **False** |
| **Disputes – Minimum Responsibilities**Does the recipient have a process to document, track, and report disputes?(4220.1F.VII.3.a.(1)) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **Claims and Litigation**(4220.1F.VII.4.) (2 CFR 200.318(k))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. |
|  | **N/A** | **True** | **False** |
| **Claims and Litigation – Contact Information**Does the solicitation and vendor agreement (contract or purchase order) provide the name of the project manager or another recipient official to address any claims and litigation that might arise in the fulfilling the procurement contract?(4220.1F.VII.4.) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| Provide an explanation of the availability of claims and litigation provisions to potential vendors. |
| Click or tap here to enter text. |
| **Claims and Litigation – Minimum Responsibilities**The recipient must document and track disputes involving third party contracts and potential third party contracts that:* Have a value exceeding $100,000, or
* Involve a controversial matter, irrespective of amount, or
* Involve a highly publicized matter, irrespective of amount.

The details to document about each protest must include:* A brief description of the dispute,
* The basis of disagreement, and
* If open, how far the claim and litigation has proceeded, or
* If resolved, the agreement or decision reached, and
* Whether an appeal has been taken or is likely to be taken.

The information must be updated and reported to TDOT quarterly.(4220.1F.VII.3.a.(1)) |
|  | **N/A** | **True** | **False** |
| **Claims and Litigation – Minimum Responsibilities**Does the recipient have a process to document, track, and report disputes?(4220.1F.VII.3.a.(1)) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **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. |
|  | **True** | **False** |
| **Claims and Litigation – Liquidated Damages**Does the recipient plan to use liquidate damages as a remedy in the procurement?(4220.1F.IV.2.b.(6)(b)1) (2 CFR 200.318(k)) |[ ] [ ]
|  | **N/A** | **True** | **False** |
| **Claims and Litigation – Liquidated Damages**Are liquidated damages included in the solicitation and contract document as a remedy for contract damages?(4220.1F.IV.2.b.(6)(b)1) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **Claims and Litigation – Liquidated Damages – Reasonable Rate**The rate and measurement standards for liquidated damages are 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 (provide report of the basis of calculation for the rate of liquidated damages)?(4220.1F.IV.2.b.(6)(b)1) (2 CFR 200.318(k)) |[ ] [ ] [ ]

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| **Rolling Stock Requirements** |
|  | **N/A** | **True** | **False** |
| Part 1 planning of the Rolling Stock Requirements worksheet is completed?(4220.1F.IV.2.e.)*Check SWC to confirm Pre-Award requirements are met* |[ ] [ ] [ ]

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| **Construction Requirements** |
|  | **N/A** | **True** | **False** |
| Part 1 planning of the Construction Requirements worksheet is completed?(4220.1F.IV.2.i.) |[ ] [ ] [ ]

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| **PART 1 – End Check Point***Completed and submitted prior to requesting price quotes or launching publicity plan* |

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| **Contract Administration – Letter to Proceed with Requesting Price Quotes or Launching Publicity Plan**Before requesting price or rate quotations or advertising the procurement, submit the planning and solicitation documents to TDOT for review and to receive the letter to proceed with request for price quotes or publicity. After receiving letter to proceed, request price or rate quotations or start solicitation publicity plan. Prior to making an award, see Part 2 for next steps. |
|  | **True** | **False** |
| Before requesting price or rate quotations or advertising the procurement, will the Contract Administration Worksheet planning documents be submitted to TDOT for review and to issue a letter to proceed with the price quotes or publicity?  |[ ] [ ]

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| **Contract Administration Worksheet – Part 2***Completed and submitted prior to issuing purchase order or executing contract* |

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| **Specifications**The solicitation and the contract awarded must include a clear and accurate description of the recipient’s technical requirements for the property or services to be acquired in a manner that provides for full and open competition. The description may include a statement of the qualitative nature of the property or services to be acquired. When practicable, the recipient should describe its requirements in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. The Common Grant Rules for governmental recipients states that “Detailed product specifications should be avoided if at all possible.” Both Common Grant Rules express a preference for performance or functional specifications, but do not prohibit the use of detailed technical specifications when appropriate. |
|  | **True** | **False** |
| **Fair and Accurate Specifications**The specifications statement appears to have resulted in a clear and accurate statement that resulted in full and open competition? |[ ] [ ]
| **Selected Offer Matches Specifications**The recipient determined that the selected vendor’s offer meets the procurement solicitation specifications in all material detail? |[ ] [ ]

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| **Period of Performance**(4220.1F.IV.2.b.(3)) FTA expects the recipient to use sound business judgment and be judicious in establishing and extending a contract’s period of performance.**General Standards.** 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. The recipient’s procurement files should document its rationale for determining the performance period designated for each contract.**Federal Restrictions – Rolling Stock**Procurements of rolling stock and replacement part contracts are limited by law to five (5) or seven (7) years. Other contracts (such as property, services, leases, construction, revenue, and so forth) are not restricted by a maximum period of performance but the duration of the other contracts must be based on sound business judgement. |
| **What is the period of performance in the vendor’s agreement?** |
|[ ]  Upon delivery |
|[ ]  Upon completion (discuss issues regarding completion time frame below, expected time, extenuating circumstances, etc.) |
| Click or tap here to enter text. |
|[ ]  Performance time period (discus issue regarding performance period below, expected time, extenuating circumstances, etc.) |
| Click or tap here to enter text. |
|  | **True** | **False** |
| **Period of Performance – Restrictions**Is the selected period of performance reasonable, and if it is for the procurement of buses or bus replacement parts it is not longer than 5 years after the date of the original contract, and if it is for railcars or railcar replacement parts it is not longer than 7 years after the date of the original contract?(4220.1F.VI.2.e.(10)) |[ ]  [ ]  |
| **Period of Performance - Rationale**(4220.1F.IV.2.b.(3)) The recipient’s procurement files should document its rationale for determining the performance period designated for each contract.Explain the rationale for the selected performance period below (expectations on time frame, norms in the industry, current market trends, past performance experience, and how it does not exceed the time necessary to accomplish the purpose of the procurement.) |
| Click or tap here to enter text. |

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| **Payment Provisions**(4220.1F.IV.2.b.(5))The grantee may use its own funds to finance its contracts. However, if the grantee 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. |
|  | **True** | **False** |
| **Payment Provisions – Payment Upon Delivery**Will payment provisions require payment after delivery of items or services and invoice provisions?(4220.1F.IV.2.b.(5)) |[ ]  [ ]  |
| **Payment Provisions – Advanced Payments**(4220.1F.IV.2.b.(5)(b))Advance payments are payments made to a contractor before the contractor incurs contract costs. Advance payments are prohibited unless they qualify for an exception and have TDOT written pre-approval as follows. There are two possible exceptions that Advance Payments may be approved for reimbursement. The first case requires the grantee to provide a sound business reason and has received TDOT’s advanced written concurrence, and after TDOT has secured the written concurrence of the FTA. Adequate security for the advance payment is an essential pre-condition to concurrence for reimbursement for local funds. The second case are for Customary Advance Payments. These are transactions that normally in the course of business require advance payments such as for public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. These second case transactions must be preapproved only when the payments required exceed $100,000. |
|  | **True** | **False** |
| **Payment Provisions – Advanced Payments**Will payment provisions in the vendor’s agreement include use of advance payments?(4220.1F.IV.2.b.(5)(b)) |[ ]  [ ]  |
|  | **N/A** | **True** | **False** |
| **Payment Provisions – Advanced Payments – Sound Business Reason**If advance payment provisions are to be included in the vendor’s agreement is there a sound business reason?(4220.1F.IV.2.b.(5)(b)) |[ ] [ ] [ ]
| **Payment Provisions – Advance Payments – Adequate Security**If advance payment provisions are to be included in the vendor’s agreement is the method of obtaining adequate security explained in the agreement?(4220.1F.IV.2.b.(5)(b)1a) |[ ] [ ] [ ]
| **Payment Provisions – Advanced Payments – Customary < $100,000**Are customary advance payment provisions included in the agreement with the vendor for amounts less than $100,000?(4220.1F.IV.2.b.(5)(b)) |[ ] [ ] [ ]
| **Payment Provisions – Advanced Payments – Customary > $100,000**Are customary advance payment provisions included in the agreement with the vendor for amounts greater than $100,000 and written concurrence from TDOT has been received after TDOT has received concurrence from the FTA?(4220.1F.IV.2.b.(5)(b)) |[ ] [ ] [ ]
| **Payment Provisions – Advanced Payments – Customary**(4220.1F.IV.2.b.(5)(b))Explain the Customary Advanced Payment provisions; sound business reasons and adequate security method, in the agreement with the vendor, if any. |
| Click or tap here to enter text. |
| **Payment Provisions – Progress Payments**(4220.1F.IV.2.b.(5)(c))Progress payments are payments for the partial completion of contract work on a project prior to the total completion and delivery of the finished good or service. The grantee may use FTA assistance to support progress payments provided the grantee obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. |
|  | **True** | **False** |
| **Payment Provisions – Progress Payments**Will payment provisions in the vendor’s agreement include the use of progress payments?(4220.1F.IV.2.b.(5)(c)) |[ ]  [ ]  |
|  | **N/A** | **True** | **False** |
| **Payment Provisions – Progress Payments – Adequate Security**If progress payment provisions are to be included in the vendor’s agreement is the method of obtaining adequate security explained in the agreement?(4220.1F.IV.2.b.(5)(c)1) |[ ] [ ] [ ]
| **Payment Provisions – Progress Payments – Adequate Security**(4220.1F.IV.2.b.(5)(c)1)If progress payments are included, explain the method of obtaining adequate security. |
| Click or tap here to enter text. |
|  | **N/A** | **True** | **False** |
| **Payment Provisions – Progress Payments – Adequate Documentation**If progress payment provisions are to be included in the vendor’s agreement is the method of obtaining adequate documentation to demonstrate completion of the amount of work for which progress payments are made explained?(4220.1F.IV.2.b.(5)(c)2) |[ ] [ ] [ ]
| **Payment Provisions – Progress Payments – Adequate Security**(4220.1F.IV.2.b.(5)(c)2)If progress payments are included, explain the method of obtaining adequate documentation to demonstrate completion of the amount of work for which progress payments are made. |
| Click or tap here to enter text. |
| **Payment Provisions – Progress Payments – Percentage of Completion Method**(4220.1F.IV.2.b.(5)(c)3)The percentage of completion method of progress payment is required for construction projects. Other than construction projects, the percentage of completion method for progress payments may not be used. |
|  | **N/A** | **True** | **False** |
| **Payment Provisions – Progress Payments – Percentage of Completion Method**If progress payment provisions are to be included in the vendor’s agreement, is this a construction project that is using the percentage of completion method?(4220.1F.IV.2.b.(5)(c)3) |[ ] [ ] [ ]
| **Payment Provisions – Other**(4220.1F.IV.2.b.(5))The grantee may use its own funds to finance its contracts. However, if the grantee 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. |
|  | **True** | **False** |
| **Payment Provisions – Other**Does the vendor’s agreement include a payment provision something other than the provisions listed above; payment upon delivery, advanced payments, or progress payments?(4220.1F.IV.2.b.(5)) |[ ]  [ ]  |
| **Payment Provisions – Other**(4220.1F.IV.2.b.(5)(b))Explain the payment provision, if it has not been explained in the previous payment provision questions. |
| Click or tap here to enter text. |

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| **Conflicts of Interest**… a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.(2 CFR 200.318(c)(1)) |
|  | **True** | **False** |
| **Conflicts of Interest**The recipient has reviewed the procurement execution and award and determined that all employees, officers, or agents participating in the selection, award, or administration of a contract supported by a Federal award do not have a real or apparent conflict of interest?  |[ ] [ ]
| **Organizational Conflicts of Interest**… Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.(2 CFR 200.318(c)(2)) |
|  | **True** | **False** |
| **Organizational Conflicts of Interest**The recipient has reviewed the procurement execution and award and determined that no organizational conflict of interest exists?  |[ ] [ ]
| Discuss potential organizational conflicts of interest, if applicable: |
| Click or tap here to enter text. |

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| **Full and Open Competition Analysis**(4220.1F Chapter III Section 3.a.(1)(a)) (2 CFR §200.319(d))All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition and avoiding any practices that might unduly restrict competition. |
|  | **N/A** | **True** | **False** |
| **Full and Open Competition Analysis – Specifications – Not Unduly Restrict Competition** Did the procurement specifications describe needs and are not exclusionary, discriminatory, unreasonably restrictive, violate federal laws or regulations, and avoided features that unduly restricted competition?(4220.1F.VI.2.a.(4)(b)) (2 CFR 200.319(d)(1)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Eliminate Unfair Advantage** Were the specifications, requirements, statements of work, invitation to bid, or request for proposal developed or drafted without the assistance of consultants or if they were developed or drafted by consultants were those consultants excluded from competing for the procurement?(2 CFR 200.319(b)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Unreasonable Requirements** Did the solicitation specifications avoid placing unreasonable requirements on firms in order for them to qualify to do business?(4220.1F.VI.2.a.(4)(b)) (2 CFR 200.319(b)(1)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Unnecessary Experience** Did the procurement specifications require unnecessary experience?(4220.1F.VI.2.a.(4)(b) (2 CFR 200.319(b)(2)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Excessive Bonding Requirements** Did the procurement specifications avoid imposing excessive bonding requirements?(4220.1F.VI.2.a.(4)(b) (2 CFR 200.319(b)(2)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Brand Name Descriptions** Brand names were not used in the procurement specifications or if they were used the specific features of the brand which must be met in submitted offers were clearly stated? (4220.1F.VI.2.a.(4)(f)) (2 CFR 200.319(b)(6)) (2 CFR 200.319(d)(1)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Arbitrary Action** The procurement specifications did not appear to require unrelated requirements or arbitrary actions?(4220.1F.VI.2.a.(4)(j)) (2 CFR 200.319(b)(7)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Avoid Geographic Preferences** Did the procurement specifications avoid using in-State or local geographical preferences (In particular, 49 U.S.C. Section 5325(i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers.), except for A&E services as long as the pool of qualified A&E firms had the appropriate number of qualified firms to compete for the project?(4220.1F.VI.2.a.(4)(g)) (2 CFR 200.319(c)) |[ ] [ ] [ ]
| **Full and Open Competition Analysis – Specifications – Collusion Among Vendors**The recipient reviewed the procurement and evaluated offers for any noncompetitive pricing practices and determined no offers had the effect of restraining trade?(4220.1F.VI.2.a.(4)(i)) (2 CFR 200.319(b)(3)) |[ ] [ ] [ ]

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| **Prequalification of Vendors**(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |
|  | **True** | **False** |
| **Prequalification of Vendors**Did the recipient require potential vendors to be prequalified?(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |[ ]  [ ]  |
|  | **N/A** | **True** | **False** |
| **Prequalification of Vendors – Current Prequalification Lists**If prequalification was required, were all prequalification lists current?(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |[ ] [ ] [ ]
| **Prequalification of Vendors – Sufficient Qualified Sources**If prequalification was required, did prequalification lists include enough qualified sources to provide for maximum full and open competition?(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |[ ] [ ] [ ]
| **Prequalification of Vendors – Qualification During Solicitation**If prequalification was required, were potential offerors able to qualify during the solicitation period? (The recipient is not required to hold open a solicitation period so that potential offerors have time to qualify or change the prequalification process to meet a solicitation due date. The only requirement is that the prequalification process is available during the period when the solicitation is open. It is the responsibility of the potential offeror to meet the requirements of the prequalification process within the time that the solicitation is open.)(4220.1F.IV.1.c.) (2 CFR 200.319(e)) |[ ] [ ] [ ]

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| **2 CFR § 200.318 General Procurement Standards – Protections Against Performance Difficulties**(k) 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. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. … |
| **Protest Procedures**(4220.1F.VII.1.a.(1)) (2 CFR 200.318(k))Apart from other methods the recipient may have to resolve third party contract issues, such as mediation or arbitration, the Common Grant Rule for governmental recipients requires the recipient to have protest procedures. While the Common Grant Rule for non-governmental recipients does not impose a similar requirement on a non-governmental recipient, FTA expects each recipient to have appropriate written protest procedures, as part of its requirement to maintain or acquire adequate technical capacity to implement the project. |
|  | **N/A** | **True** | **False** |
| **Protest Procedures – Available to Potential Offerors**FTA expects each recipient to have appropriate written protest procedures, as part of its requirement to maintain or acquire adequate technical capacity to implement the project. Protest procedures must be available to bidders and the public.Did the recipient make protest procedures available to potential offerors during the solicitation?(4220.1F.VII.1.a.(1)) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| Provide an explanation of how protest procedures were available to vendors. |
| Click or tap here to enter text. |
| **Protest Procedures – Minimum Responsibilities**The recipient must document and track protests involving third party contracts and potential third party contracts.(4220.1F.VII.1.a.(1)) |
| **Protections Against Performance Difficulties - Protests**Track any protests received on the next page. Notify TDOT if a protest is received and quarterly thereafter. |

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| **Grantee:** | Click or tap here to enter text. |
| **Item to Procure:** | Click or tap here to enter text. |
| **Report Date:** | Click or tap here to enter text. |

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| **Protests** |
| **Description** | **Basis of Disagreement** | **Open / Resolved** | **If open, extent of protest proceedings/If resolved, agreement or decision reached** |
| Click or tap here to enter text. | Click or tap here to enter text. | Choose an item. | Click or tap here to enter text. |
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| **Discussion or description of any attached documents:** |
| Click or tap here to enter text. |

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| **Rolling Stock Requirements** |
|  | **N/A** | **True** | **False** |
| The Rolling Stock Requirements worksheet Pre-Award section is completed for the selected supplier?(4220.1F.IV.2.e.) |[ ] [ ] [ ]

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| **Construction Requirements** |
|  | **N/A** | **True** | **False** |
| The Construction Requirements worksheet is completed for the selected supplier?(4220.1F.IV.2.i.) |[ ] [ ] [ ]

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| **PART 2 – End Check Point***Completed and submitted prior to issuing purchase order or executing contract* |
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| **Contract Administration – Letter to Proceed with Award**Before executing the award contract, submit the evaluation and award documents to TDOT for review and to receive the letter to proceed with award contract. After receiving letter to proceed, execute contract with selected bidder. See Part 3 for next steps, Contract Administration review. |
|  | **True** | **False** |
| Before executing the award contract, will the evaluation and award documents be submitted to TDOT for review and to issue a letter to proceed with the Award?  |[ ] [ ]

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| **Contract Administration Worksheet – Part 3***Completed and submitted prior to requesting expense reimbursement* |

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| **Invitation to Bid – Post Award*** Execute contract with winning bidder.
* Contract Administration – Oversight of contract performance executed as described in the solicitation.
* If Rolling Stock procurement, complete post award certifications before receiving titles.
* If Construction procurement, complete construction contractor close out certifications.
* Contract Administration – Receive goods and services.
* Contract Administration – Pay invoices.
* Program reimbursement request.

(2 CFR §200.318(b)) |

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| **Issue Purchase Order or Execute Contract with Required Clauses and Certifications** |
|  | **True** | **False** |
| The recipient has issued the purchase order or executed the contract with the selected vendor(s) with the required clauses attached or included?  |[ ] [ ]
| A copy of the issued purchase order or executed contract with the required clause attached or included has been prepared for TDOT’s records?  |[ ] [ ]

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| **2 CFR § 200.318 General Procurement Standards – Protections Against Performance Difficulties**(k) 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. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. … |
| **Changes and Modifications**(4220.1F.VII.2.a.(1)) (2 CFR 200.318(k))The recipient is responsible for issuing, evaluating, and making necessary decisions involving any change to its third party contracts, and any change orders, or modifications it may issue. The recipient is also responsible for evaluating and making the necessary decisions involving any claim of a constructive change.Provisions that address changes and changed conditions are needed for third party contracts except for routine supply contracts. |
| **Changes and Modifications – Reporting**All changes and Modifications were discussed with TDOT at the time they occurred and have been tracked on the Changes and Modifications worksheet? |[ ] [ ]
|  | **N/A** | **True** | **False** |
| **Changes and Modifications – Cost Analysis Requirement**The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. …… The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.A cost analysis was completed for each change and modification and reviewed with TDOT upon occurrence?(4220.1F.VI.6.a.) (2 CFR 200.324(a)) |[ ] [ ] [ ]
| **Changes and Modifications – Prohibition of Cardinal Changes**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.No cardinal changes were approved during delivery of the goods or services?(4220.1F.V.7.b.(2)) (4220.1F.VII.1.a.(2)) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **Disputes**(4220.1F.VII.3.) (2 CFR 200.318(k))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. |
| **Protections Against Performance Difficulties - Disputes**Track any disputes received on the next page. Notify TDOT if a dispute is received and quarterly thereafter. |

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| **Grantee:** | Click or tap here to enter text. |
| **Item to Procure:** | Click or tap here to enter text. |
| **Report Date:** | Click or tap here to enter text. |

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| **Disputes** |
| **Description** | **Basis of Disagreement** | **Open / Resolved** | **If open, extent of protest proceedings/If resolved, agreement or decision reached** |
| Click or tap here to enter text. | Click or tap here to enter text. | Choose an item. | Click or tap here to enter text. |
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| **Claims and Litigation**(4220.1F.VII.4.) (2 CFR 200.318(k))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. |
| **Protections Against Performance Difficulties – Claims and Litigation**Track any claims and litigation received on the next page. Notify TDOT if a claim and litigation is received and quarterly thereafter. |

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| **Grantee:** | Click or tap here to enter text. |
| **Item to Procure:** | Click or tap here to enter text. |
| **Report Date:** | Click or tap here to enter text. |

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| **Claims and Litigation** |
| **Description** | **Basis of Disagreement** | **Open / Resolved** | **If open, extent of protest proceedings/If resolved, agreement or decision reached** |
| Click or tap here to enter text. | Click or tap here to enter text. | Choose an item. | Click or tap here to enter text. |
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| **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. |
|  | **True** | **False** |
| **Claims and Litigation – Liquidated Damages**Did the recipient use liquidate damages as a remedy?(4220.1F.IV.2.b.(6)(b)1) (2 CFR 200.318(k)) |[ ] [ ]
|  | **N/A** | **True** | **False** |
| **Claims and Litigation – Liquidated Damages**Were liquidated damages included in the solicitation and contract document as a remedy for contract damages?(4220.1F.IV.2.b.(6)(b)1) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **Claims and Litigation – Liquidated Damages**The rate and measurement standards for liquidated damages 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 (provide report of the determination of the amount of liquidated damages)?(4220.1F.IV.2.b.(6)(b)1) (2 CFR 200.318(k)) |[ ] [ ] [ ]
| **Claims and Litigation – Project Offset Required**The recipient credited any liquidated damages recovered to the project?(4220.1F.VII.4.b.(2)) (2 CFR 200.318(k)) |[ ] [ ] [ ]

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| **Rolling Stock Post Delivery Requirements** |
|  | **N/A** | **True** | **False** |
| The Rolling Stock Requirements worksheet Post Delivery section is completed for the selected offer?(4220.1F.IV.2.e.) |[ ] [ ] [ ]

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| **Construction Close Out Requirements** |
|  | **N/A** | **True** | **False** |
| The Construction Requirements worksheet close out section is completed for the selected offer? |[ ] [ ] [ ]

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| **Goods and/or Services Received & TDOT Reimbursement** |
|  | **True** | **False** |
| The recipient has received all goods and/or services contracted with the vendor?  |[ ] [ ]
| The recipient has received an invoice from the vendor for all goods and/or services?  |[ ] [ ]
| The recipient has paid the vendor invoice for all goods and/or services?  |[ ] [ ]
| The recipient has prepared and will send to the TDOT Procurement Office all post award documentation; vendor invoice, payment documentation, and issued purchase order or executed contract with attached or included clauses?  |[ ] [ ]
| The recipient has prepared and will send to the TDOT Administration Office all post award documentation; vendor invoice, payment documentation, and issued purchase order, included with the Schedule of Expenditures (SOE) for program reimbursement?  |[ ] [ ]

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| **PART 3 – End Check Point***Completed and submitted prior to requesting expense reimbursement* |
| After completing Part 3 of the Contract Administration Worksheet, the vendor delivery oversight requirements for the procurement, stop here and send all contract administration documentation to TDOT. After the Part 3 Contract Administration Requirements documentation has been reviewed and approved by TDOT, the grantee is approved to request reimbursement through their program contract with TDOT. Upon delivery of the asset from the vendor to the grantee all asset management documentation and oversight processes commence. |