

City of Phoenix
Public Transit Department | Compliance Section
PTDcompliance@phoenix.gov

SUBRECIPIENT NON-COMPETITIVE PRE-AWARD FORM
FTA-FUNDED CONTRACTS

FORM INSTRUCTIONS

The City of Phoenix (“**City**”), acting by and through its Public Transit Department (“**PTD**”), is the designated recipient of Federal Transit Administration (“**FTA**”) funds. Under FTA Circular 4220.1G ch. III, § 3, the City is obligated to ensure that third-party contracts comply with applicable federal, state, and local requirements. Because of these obligations, PTD reviews FTA third-party contracts before approving funding to ensure the costs of third-party procurements comply with federal laws/regulations and are eligible for federal funding. PTD provides Subrecipient submittal forms, FTA Clauses/Certifications, and DBE Clauses/Forms/Exhibits (for inclusion in contracts) on its Subrecipient Resources Webpage, available at phoenix.gov/publictransit/subrecipient-resources.

The purpose of this form is to standardize the non-competitive third party procurement review process across all subrecipients. Before recommending the contract for award, the Subrecipient must complete this form, then email all of the required documentation to PTDcompliance@phoenix.gov to obtain approval to proceed.

PTD’s standard review time is ten business days. Failure to complete the form in its entirety and provide all of the information required will result in delays for the City’s approval, with each resubmission requiring up to ten business days to review.

PRE-AWARD REVIEW SEQUENCE	RESPONSIBLE PARTY
1. Prior to recommending the contract for award, Subrecipient must email this signed, completed form with all required documentation in one package to PTDcompliance@phoenix.gov . This submission must include the completed PTD EO1/EO2/EO3 forms from the selected Contractor(s).	Subrecipient
2. PTD Compliance will conduct a review of the pre-award documentation and supporting documents and either provide approval or rejection with comments in writing at the end this form.	PTD

Reminders:

- Promptly after contract execution, Subrecipient must email the fully executed contract document to PTDcompliance@phoenix.gov.
- Upon receipt of initial or annual Small Business Participation Plans (SBPP) from the awarded contractor(s), Subrecipient must promptly email each plan to PTDcompliance@phoenix.gov for review and approval.

**NON-COMPETITIVE PROCUREMENTS
Subrecipient Pre-Award Form**

Subrecipient Name:		Primary Contact Name:	
Primary Contact Phone:		Primary Contact Email:	
Procurement Procedures Last Updated:			
Contract Number:		Contract Title:	
Independent Cost Estimate for Full Contract Term (including optional extensions): \$			
Aggregate Contract Value: \$			
Procurement Description:			
NAICS Code(s) and Description(s) for the Procurement (code listing available at naics.com/search):			
FAIN Number:		Federal Funding Percentage:	
Federal Grant Type:		Federal Grant Funding Amount:	
Title 34 Public Improvement (design/construction)? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, what are the A&E-Type Services?			
PRE-AWARD DOCUMENT SUBMITTALS			CHECK
1. Non-Competitive Procurement Method Justification ¹ (below)			<input type="checkbox"/>
2. Contract Term and Contract Type (below)			<input type="checkbox"/>

3. Independent Cost Estimate - signed and dated by Subrecipient	<input type="checkbox"/>
4. Cost or Price Analysis - signed and dated by Subrecipient	<input type="checkbox"/>
5. System for Award Management (“SAM”) Verification (sam.gov)	<input type="checkbox"/>
6. Liquidated Damages Determination (if applicable) - signed and dated by Subrecipient	<input type="checkbox"/>
7. Subrecipient’s Draft Non-Competitive Contract Documents for Execution, including the following, signed and dated by Contractor (as applicable): <input type="checkbox"/> FTA Clauses and Certifications in Originating Entity Contract or Subrecipient Draft Contract <input type="checkbox"/> DBE Clauses and EO Forms/Exhibits <input type="checkbox"/> Other Exhibits/Attachments	<input type="checkbox"/>
8. Tracking Spreadsheet of Contract Milestone Dates	<input type="checkbox"/>

NON-COMPETITIVE PROCUREMENT METHOD
FTA Circular 4220.1G ch. VI § 3(h); 2 CFR 200.318(i)

REASON	REQUIRED JUSTIFICATION INFORMATION
<input type="checkbox"/> Sole Source (Only One Source Available)	<p>When Subrecipient requires goods or services available from only one responsible source, and no other goods or services will satisfy its requirements, Subrecipient may make a sole source award. The goods or services are available from one source when there is one of the conditions for unique capability or availability as described below:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Unique or innovative concept or capability not available from another source; <input type="checkbox"/> Patent or data rights restrictions preclude competition; or, <input type="checkbox"/> Follow-on contract for the continued development/production of highly specialized equipment and major components, when it is likely that award to another contractor would result in unacceptable delays or substantial duplication of costs that are not expected to be recovered through competition. <p>See FTA Circular 4220.1G ch. VI § 3(h)(1)(b); FAR § 6.302-1.</p>
<input type="checkbox"/> Unusual and Compelling Urgency ¹ (Public Exigency/Emergency)	<p>When exigent circumstances will not permit time for competitive solicitation, and Subrecipient would be seriously injured by such delays, Subrecipient may make an unusual/compelling urgency award. This exception to competition will allow a recipient to procure only the goods or services needed to deal with the exigency or emergency. Subrecipient should request quotes from as many potential sources as are practicable under the circumstances.</p> <p>See FTA Circular 4220.1G ch. VI § 3(h)(1)(c); FAR § 6.302-2.</p>

¹ Under FTA Circular 4220.1G ch. VI § 3(h)(2) and BPPM § 4.5, Subrecipient cannot justify unusual/compelling urgency if Subrecipient itself is responsible for the situation. Lack of advance planning, delays in procurement administration due to shortage of procurement personnel, and insufficient funding due to budget constraints may not be sufficient justification for classifying a needed procurement action as urgent or compelling.

CONTRACT TERM
FTA Circular 4220.1G ch. IV, § 2(b)(3); FAR § 6.302.-2

Contract Term	Justification
<input type="checkbox"/> 5 year term and no options to extend	This contract term is most advantageous because a five year base contract term provides stability to meet the needs of the Subrecipient.
<input type="checkbox"/> ____ year initial term and ____ optional extension(s) for ____ years per option	This contract term is most advantageous because a base contract with the identified renewals provides flexibility to meet the needs of the Subrecipient.
For Sole Source contract awards, if term is beyond five years, how is the contract term no longer than minimally necessary to accomplish the purpose of the contract?	

For unusual and compelling urgency contract awards²:

1. Does the total period of performance exceed the time necessary to meet the unusual and compelling requirements of the work to be performed? Yes No
2. Does the total period of performance exceed the time necessary for Subrecipient to procure the goods or services through competitive procedures? Yes No
3. Does the total period of performance exceed one year, including all options? Yes No
 - a. If the total period of performance exceeds one year, did Subrecipient determine that exceptional circumstances apply? Yes No
 - b. If Subrecipient determined that exceptional circumstances apply to extend the period of performance beyond one year, please explain those circumstances below:

² FAR § 6.302-2 limits the period of performance for unusual/compelling urgency contract awards.

Provide Contract Section Reference for Contract Term (which should be clearly stated within the draft Contract):

CONTRACT TYPE

FTA Circular 4220.1G ch. III, § 3(d)(1)(b); 2 CFR 200.318(i)

Contract Type	Selection
<input type="checkbox"/> Fixed Price Contract	<p>This contract type is most advantageous because it includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract.</p> <p style="text-align: right;">Incentives Included? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: right;">Economic Adjustment Included? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: right;">Task Orders to Be Used? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<input type="checkbox"/> Cost Reimbursement Contract With or Without Fixed Fee	<p>This contract type is most advantageous because it is preferable to permit a contractor to be reimbursed for allowable costs in accordance with the terms provided in the contract.</p> <p style="text-align: right;">Incentives Included? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: right;">Fixed Fee Included (Restricted ³)? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: right;">Task Orders to Be Used? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<input type="checkbox"/> Time and Materials Contract (Restricted ⁴)	<p>This contract type is most advantageous when no other type of contract is suitable and the contract will identify a total contract amount (ceiling price) that the contractor may not exceed.</p>
<input type="checkbox"/> Other Contract Type ⁵ :	<p>Explain why the type is most advantageous and why this type is allowable:</p>

Provide Contract Section Reference for Contract Type (which should be clearly stated within the Contract):

³ FTA discourages the use of cost (reimbursement) plus fixed fee (CPFF) except when the "uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract." See FTA Advisory Circular 4220.1G ch. VI, § 2(g)(1)(b).

⁴ FTA prohibit use of this contract type unless no other contract type is suitable and the contract specifies a ceiling price that the contractor may not exceed expect at its own risk.

⁵ FTA prohibits the following contract types: cost plus a percentage of costs and percentage of construction costs. See FTA Advisory Circular 4220.1G ch. VI, § 2(g)(2)(1) & (2).

AWARD RECOMMENDATION

Recommended Contract Awardee:

Subrecipient's targeted date to seek Council/Board authority for contract award (after approval of this Pre-Award submission):

SUBRECIPIENT ACKNOWLEDGEMENTS AND AUTHORIZED SIGNATURES

By signing below, Subrecipient (procuring entity) verifies that all submitted pre-award documents have been thoroughly reviewed for accuracy and the foregoing information is true and correct.

Manager Review Completed: yes N/A

Procurement Officer Name

Procurement Officer Signature

Date Signed

Procurement Director Name

Procurement Director Signature

Date Signed