

# SUBRECIPIENT COOPERATIVE / PIGGYBACKING PRE-AWARD FORM FTA-FUNDED PROCUREMENTS

## 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-Neutral Clauses and EO Forms/Exhibits (for inclusion in contracts, if necessary) on its Subrecipient Resources Webpage, available at [phoenix.gov/publictransit/subrecipient-resources](http://phoenix.gov/publictransit/subrecipient-resources).

The purpose of this form is to standardize the third party cooperative/piggybacking 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](mailto:PTDcompliance@phoenix.gov) to obtain approval to proceed.

A “cooperative purchasing contract” means a contract entered into between the State (or a local government within the State) or an eligible nonprofit entity and one or more vendors under which the vendors agreed to provide an option for **others** to purchase specific goods or services in the future at the established contract prices. See FTA Circular 4220.1G ch. I, § 5(ff); BPPM §§ 1.7.51, 3.3.5. “Cooperative purchasing contracts” are indefinite delivery/indefinite quantity (“**IDIQ**”) contracts awarded for the benefit of **others** and not required to contain minimum and maximum quantities that would otherwise limit additional purchases.

A “piggybacking contract” means a contract entered into by a recipient/grantee or subrecipient/subgrantee and one or more vendors under which the vendors agreed to permit the assignment of contract rights for **others** to purchase all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded. See FTA Circular 4220.1G ch. V, § 9; BPPM § 3.3.4. Use of a “piggybacking contract” is impermissible when the purchase would call for an increase in quantities that were not originally bid on and evaluated as part of the contract award (i.e., **others** may only acquire the unanticipated excess contract rights to purchase items out of the minimum and maximum quantities originally competed).

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 a contract for award or issuing a purchase order, Subrecipient must email this signed, completed form with all required documentation in one package to <a href="mailto:PTDcompliance@phoenix.gov">PTDcompliance@phoenix.gov</a> . This submission must include the completed 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 written comments, if applicable.	PTD
<b>Reminders:</b> <ul style="list-style-type: none"><li>Promptly after contract execution, Subrecipient must email the fully executed contract document to <a href="mailto:PTDcompliance@phoenix.gov">PTDcompliance@phoenix.gov</a>.</li></ul>	

**COOPERATIVE / PIGGYBACKING PROCUREMENTS**  
**Subrecipient Pre-Award Form**

Subrecipient Name:	Subrecipient Primary Contact Name:
Subrecipient Primary Contact Phone:	Subrecipient Primary Contact Email:
Subrecipient Procurement Procedures Last Updated:	
Subrecipient Contract Number:	Subrecipient Contract Title:
Subrecipient Procurement Type (check one): <input type="checkbox"/> Cooperative Purchasing <input type="checkbox"/> Piggybacking	
Subrecipient Independent Cost Estimate for Full Contract Term (including optional extensions): \$	
Subrecipient Aggregate Contract Value: \$	
Procurement Description:	
NIACS Code(s) and Description(s) for the Procurement (code listing available at <a href="http://naics.com/search">naics.com/search</a> ):	
How will the cooperative purchasing or piggybacking will be implemented? <input type="checkbox"/> Purchase Order(s) <input type="checkbox"/> Separate (Linking) Agreement with Contractor <input type="checkbox"/> Other:	
Originating Entity Name:	Section (and Page Number) of Originating Solicitation/Contract That Authorizes Cooperative Purchasing or Piggybacking:
Originating Solicitation & Contract Numbers:	

<p>Is This the First Purchase By Subrecipient Off of the Originating Solicitation/Contract?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Are Federal Terms/Clauses Included in the Originating Solicitation/Contract?</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p>If Cooperative Purchasing Contract and Federal Terms/Clauses Were Not Included in the Originating Solicitation/Contract, Will Federal Terms/Clauses Be Included in the First Purchase by Subrecipient Off of the Originating Solicitation/Contract? See 4220.1G, ch.V, §3(c)</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> Not Applicable</p> <p>[NOTE: Piggybacking Contract Not Permitted Unless Federal Terms/Clauses Included in the Originating Solicitation/Contract]</p>
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**For Piggybacking contracts, complete the following:**

Originating Entity Aggregate Contract Value: \$

Originating Entity Remaining Contract Value Available for Use by Subrecipient: \$

**For Transit Vehicle contracts, complete the following:**

Are Offeror(s) and its/their subcontractors on FTA's certified list of Transit Vehicle Manufacturers (or otherwise authorized by FTA for vehicle manufacturing) and compliant with the limitations of 49 U.S.C. §5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use? See [Transit Vehicle Manufacturers List | FTA \(dot.gov\)](#).

Yes     No     Not Applicable

Title 34 Public Improvement (design/construction)?    Yes     No

If yes, what are the A&E-Type Services? <sup>1</sup>

<sup>1</sup> If the Subrecipient procures services for program management, architectural, engineering, construction management, a feasibility study, and preliminary engineering, design, architectural, engineering, surveying, mapping, or related services (collectively referred to as "A&E services") for an FTA-funded project, it must use a qualifications-based method. This method is not to be used for procuring services other than A&E. See FTA Circular 4220.1G ch. IV, § 2(h).

COOPERATIVE DOCUMENT SUBMITTALS	CHECK
1. Originating Entity's Solicitation, Addenda, List of Offerors, and Contract	<input type="checkbox"/>
2. Originating Entity's Procurement Method, Contract Term, Contract Type (below)	<input type="checkbox"/>
3. Subrecipient's Independent Cost Estimate (ICE) – signed and dated by Subrecipient	<input type="checkbox"/>
4. Subrecipient's Cost or Price Analysis (as applicable) – signed and dated by Subrecipient	<input type="checkbox"/>

5. Subrecipient's System for Award Management ("SAM") Verification (sam.gov)	<input type="checkbox"/>
6. Subrecipient's Liquidated Damages Determination (if applicable) – signed and dated by Subrecipient	<input type="checkbox"/>
7. Subrecipient's Draft Cooperative / Piggybacking Contract Documents (e.g., purchase order, linking agreement, purchasing schedule, etc.) for Execution, including the following, signed and dated by Contractor (as applicable): <ul style="list-style-type: none"> <li><input type="checkbox"/> FTA Clauses and Certifications in Originating Entity Contract or Subrecipient Draft Contract</li> <li><input type="checkbox"/> DBE-Neutral Clauses and EO1, EO2, and EO3 Forms/Exhibits</li> <li><input type="checkbox"/> Other Exhibits/Attachments</li> </ul>	<input type="checkbox"/>
8. Subrecipient's Pre-Award Audit Report, using the template located at <a href="#">Subrecipient Resources   City of Phoenix</a> , including the following, signed and dated by Subrecipient (if applicable) <ul style="list-style-type: none"> <li><input type="checkbox"/> Purchaser's Requirements</li> <li><input type="checkbox"/> Buy America</li> <li><input type="checkbox"/> Federal Motor Vehicle Safety Standards (FMVSS)</li> <li><input type="checkbox"/> Table of Domestic Content</li> </ul>	<input type="checkbox"/>
9. Subrecipient's Tracking Spreadsheet of Contract Milestone Dates (if applicable)	<input type="checkbox"/>
<b>ORIGINATING ENTITY'S PROCUREMENT METHOD (Carried Over to Subrecipient)</b> FTA Circular 4220.1G ch. III, § 3(d)(1)(a); 2 CFR 200.318(i)	
Originating Entity Method	Rationale
<input type="checkbox"/> <b>Invitation for Bid</b> [IFB Formal Procurement]	<ul style="list-style-type: none"> <li>▪ Amount is \$350,000 or greater, or entity procurement code threshold amount, whichever is less.</li> <li>▪ Clear, complete and adequate specification or purchase description</li> <li>▪ Selection is made based on price</li> <li>▪ Two or more responsible offerors willing to compete</li> <li>▪ Firm-fixed-price contract is used</li> </ul>
<input type="checkbox"/> <b>Request for Proposals</b> [RFP Formal Procurement]	<ul style="list-style-type: none"> <li>▪ Amount is \$350,000 or greater, or entity procurement code threshold amount, whichever is less.</li> <li>▪ Clear, complete and adequate specification or purchase description</li> <li>▪ Selection is made based on price and qualifications (and other evaluation criteria)</li> <li>▪ Two or more responsible offerors willing to compete</li> <li>▪ Solicitation provides for discussion or negotiation, if needed</li> </ul>
<input type="checkbox"/> <b>Request for Qualifications</b> [RFQu Formal Procurement]	<ul style="list-style-type: none"> <li>▪ Amount is \$350,000 or greater, or entity procurement code threshold amount, whichever is less.</li> <li>▪ A&amp;E-type services directly relate or lead to construction, alteration, or repair of real property</li> <li>▪ Clear, complete and adequate specification or purchase description</li> </ul>

[Only Authorized for Architectural & Engineering (A&E) and Related Services]	<ul style="list-style-type: none"> <li>▪ Selection is made based on qualifications (and other evaluation criteria)</li> <li>▪ Two or more responsible offerors willing to compete</li> <li>▪ Solicitation provides for discussion or negotiation, if needed</li> </ul>
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**ORIGINATING ENTITY'S CONTRACT TERM (Carried Over to Subrecipient)**  
**FTA Circular 4220.1G ch. IV, § 2(b)(3)**

<b>Originating Entity Contract Term</b>	<b>Justification</b>
Originating Entity Contract Effective Date for Start of Contract Term:	Originating Entity Contract Expiration Date (including all optional extensions):
<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.
If term is beyond five years, how is the contract term no longer than minimally necessary to accomplish the purpose of the contract?	
Provide Contract Section Reference for Contract Term (which should be clearly stated within the Originating Entity's Solicitation):	
<p>Procurement of bus rolling stock or bus replacement parts?<sup>2</sup>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>Procurement of rail rolling stock or rail replacement parts?<sup>2</sup>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>	
<p><sup>2</sup> Rolling stock and replacement part contracts are limited by law under 49 USC 5325(e)(1) to a full term of five years for bus procurements and a full term of seven years for rail procurements.</p>	
<b>Subrecipient</b> Contract Effective Date for Start of Contract Term:	<b>Subrecipient</b> Contract Expiration Date (including all optional extensions) <sup>3</sup> :
<p><sup>3</sup> The FTA limits the duration of cooperative purchasing/piggybacking agreements to match the originating contract's expiration.</p>	

**ORIGINATING ENTITY'S CONTRACT TYPE (Carried Over to Subrecipient)**  
 FTA Circular 4220.1G ch. III, § 3(d)(1)(b); 2 CFR 200.318(i)

<b>Originating Entity Contract Type</b>	<b>Selection</b>
<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: center;">Incentives Included?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p style="text-align: center;">Economic Adjustment Included?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p style="text-align: center;">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: center;">Incentives Included?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p style="text-align: center;">Fixed Fee Included (Restricted <sup>4</sup>)? Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p style="text-align: center;">Task Orders to Be Used?      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>
<input type="checkbox"/> Time and Materials Contract (Restricted <sup>5</sup> )	<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 <sup>6</sup> :	<p>Explain why the type is most advantageous and why this type is allowable:</p>

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

<sup>4</sup> 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).

<sup>5</sup> 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.

<sup>6</sup> 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(s):

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 \_\_\_\_\_