

Piggyback Checklist

Using Department(s): Department of Public Utilities

Piggyback Contract Number/Name: <u>City of Fort Lauderdale Stormwater Infrastructure Cleaning and Maintenance Services Contract No. 12520-813 awarded to Envirowaste Services Group, Inc.</u> (competitively awarded thru Bid. No. 12520-813)

Services/Supplies to be provided: Stormwater Infrastructure Cleaning and Maintenance Services

Why are Services/Supplies being obtained via piggyback (as opposed to issuing a solicitation or obtaining quotes): Contract #12520-813 service prices were competitively bid on November 29, 2021. The direct price savings offered by this contract is beneficial to the City. It also generates administrative cost savings and expedites the purchasing process.

Procurement Code, Section 38.41(C)(5):

(5) Piggyback purchases. The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Piggyback Justification Criteria	YES	NO	COMMENT
Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes?	Yes		Envirowaste Services Group, Inc. has agreed to honor these favorable, better than current Bid prices.
Will use of the piggyback contract save City staff administrative time, efforts and resources?	Yes		The administrative efforts and resources spent in the Bid process will be saved.
Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking?	Yes		Funding for these services will be sourced through an amendment to PU's FY-23 approved budget.

*If you answered no to any of the questions above in this section, please disregard piggybacking the desired services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management staff.

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Yes		Contract #12520-813 allows utilization by other government entities.
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	Yes		Bid No. 12520-813
Piggyback Contract is Valid? Contract Expiration Date: November 15, 2023	Yes		The initial contract period expires on November 15, 2023 with an option to extend the contract for two additional two-year terms.

Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	Yes		The project's cost and schedule requested will not exceed the budget or piggyback contract expiration date
Does the piggyback contract have acceptable terms and conditions?	Yes		The piggyback terms are acceptable
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	Yes		Vendor approves of using the contract.
Is pricing "Fair and Reasonable" in the piggyback contract?	Yes		
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?	Yes		
Piggyback Contract has Warranty Conditions?		No	It is understood that the Contractor will furnish the City's needs as they arise.
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)	Yes		\$500.00 per calendar day of delay

Requestor's Signature:	Fung Jiang
Date:	DocuSigned by:
Director's Signature:	Vincent Morello
Date: 6/20/2023	**************************************
CPO Signature:	—Docusigned by: Stew Stewart
CPO Signature: Date:	——976DD9ED7FB74C8