



Piggyback/Cooperative Contract Request Form and Checklist

(Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Department(s): Public Utilities Water Treatment Plant	Division/Area: 4011
Requestor: Luis Montoya	Title: Public Utilities Manager Water Treatment Plant
Phone: 954.967.4230 Ext. 5405	Email: lmontoya@hollywoodfl.org

Requested Vendor: Brenntag Mid-South, Inc	Vendor Number: 103572
Address: 1333 Virginia St SW Lenoir, North Carolina 28645	
Contact Person: Sara Terry	Title: Municipal Bid Manager
Phone: 828.729.7557	Email: sara.terry@brenntag.com

Total cost of the requested product/service: WTP - \$640,000.00 WWTP - \$350,000.00	Total estimated annual (fiscal year) cost of requested product/service: \$990,000.00
Account Number(s): 442.400501.53600.552330.000000.000.000 (\$640k) and 442.400601.53600.552330.000000.000.000 (\$350k)	

Piggyback/Cooperative Contract Summary

Piggyback/Cooperative Contract Number and Title:	SFGP Co-op Bid # 2023-006
Awarding Agency:	City of Margate
Services/Supplies to be provided:	Supply and Delivery Sodium Hydroxide 50% for both Water Treatment Plant and Wastewater Treatment Plant
Why are the Services/Supplies being obtained via a piggyback or cooperative contract (as opposed to issuing a solicitation or obtaining quotes):	City of Margate as the lead agency posted a competitively bid solicitation on March 23, 2023, and secured favorable rates with the lowest bidder being Brenntag Mid-South, Inc, to supply and deliver Sodium Hydroxide 50%. This is a Co-

	operative agreement and with their purchasing power of all 54 cities under the Co-op, they get a more favorable rate. If the City pursued a solicitation on their own, it would result in much higher cost and a financial forfeiture for the City.
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Procurement Code, Section 38.41(C)(5) AND 38.47:

§ 38.41(C)(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.

§ 38.47 Cooperative Purchasing. The CPO shall have the authority to join with other governmental entities in cooperative purchasing plans when the best interest of the City is served.

No.	Piggyback Justification Criteria	YES	NO	COMMENT
1	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? Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing? Please explain.	YES		The City of Margate's bid was part of a Co-op and with their purchasing power of all 54 cities under the Co-op, we can get a more favorable rate. Rates would be higher if the City issued a solicitation on their own.
2	Will use of the piggyback contract save City staff administrative time, efforts and resources? Please explain.	YES		The contract will save the City's staff time, effort, and resources since City of Margate Purchasing Department has already exerted the manpower, time, effort, and resources to obtain a competitive lowest bid for these services.
3	Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking? If you answered "NO", state the grant source and provide documentation proving piggybacking or cooperative purchasing is allowed by the grantor.	YES		Funding has been provided in the FY25 budget and will be budgeted in subsequent fiscal years

***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 or Procurement staff.**

No.	ITEMS VERIFIED	YES	NO	COMMENT
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4	Piggyback/Cooperative Contract and Awarding Agency documentation are attached? This includes: <ul style="list-style-type: none"> Solicitation Packet; Vendor's Original Bid/Proposal to the Solicitation Bid/Evaluation Tabulation; Award Notice; Executed Contract and any Amendments; Any additional relevant documents 	YES		
5	Piggyback Contract is Valid? Please state the contract expiration and renewal dates.	YES		Initial term: April 19, 2023 - April 18, 2024 Renewals: April 19, 2024 - April 18, 2025 April 19, 2025 - April 18, 2026 April 19, 2026 - April 18, 2027 April 19, 2027 - April 18, 2028
6	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? Please explain.	YES		City of Margate Bid # 2023-006 allows use by other government entities
7	Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised? If yes, please provide the solicitation number.	YES		City of Margate Bid # 2023-006
8	Goods/Services/Pricing 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? Please explain. Note: All vendor quotes or cost proposals prepared for the City must match the piggyback pricing and must reference the piggyback contract/number.	YES		The same pricing that is being offered to the City of Margate will be received by the City of Hollywood.
9	Does the piggyback contract have acceptable terms and conditions? Please explain.	YES		The SFGP terms and conditions prevail over City's Purchasing Order terms and conditions.
10	Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the City's Risk Management? Please attach COI/Risk approval, if applicable.	YES		Risk Approved
11	Piggyback Contract has Warranty Conditions? If yes, please list section or attach a copy of the warranty details.	YES		Provider warrants that all Work or Services performed under this agreement shall be performed in a good and competent workmanlike manner to the satisfaction of the City, and materials shall be of good quality, free from defects, and according to specifications and requirements of the contract.
12	Piggyback Contract has liquidated damages? If yes, provide the daily liquidated amount or alternative damages.		NO	Includes other remedies for damages/non-compliance.

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract(s) and recommend its/their approval to the Office of Procurement based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.

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Requestor's Signature: _____

Date: 4/3/2025

PSFLM

DocuSigned by: Russ Montoya
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DocuSigned by: Steven Unick
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DocuSigned by: Vincent Morella
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4/3/2025

Director's Signature: _____

Date: 4/7/2025

OFFICE OF PROCUREMENT APPROVAL

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Chief Procurement Officer's Signature: _____

Date: 4/8/2025

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DocuSigned by: Otis Thomas
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