



## Piggyback Checklist

**Contract Name/Number:** MBR Construction, Inc., Broward County Solicitation  
PNC2120194B1


**Services/Supplies to be provided:** Citywide sidewalk installation and associated work.

**Department:** Development Services, Engineering, Transportation, and Mobility Division

<i><b>Item to be verified</b></i>	<i><b>YES</b></i>	<i><b>NO</b></i>	<i><b>COMMENT</b></i>	<i><b>Page Number</b></i>
Was the solicitation competitively bid and publicly advertised?	YES		Was advertised by Broward County between 4/1/2020 and 5/27, 2020. 7 bids received.	N/A
Piggyback Contract ends: 11/09/2022 (The last renewal date) 11/09/2023	YES		Contract end date of 11/09/2022 is in award letter	Award Letter page 1
Services/Supplies requested by the using Department does not exceed beyond the piggyback contract end date		NO	Contract end date of 11/09/2022 is in award letter	Award Letter page 1
Piggyback Contract COI is acceptable by COH Risk Management	YES		Approval email dated 12/30/2020	N/A
Does the contract allow the utilization of the contract by other entities?	YES		Section 30: Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase .	Award letter Page 594
For out of State Piggyback Contracts—are they authorized to provide Services/Supplies in the State of FL	N/A	N/A	N/A	N/A
Piggyback Contract has Warranty Conditions	YES		Multiple warranties SECTION 01 78 36 WARRANTIES. 1 year to 5 years	PROJECT MANUAL 01 78 36- 1
Piggyback Contract has liquidated damages—if YES provide the daily liquidated amount	YES		\$56/day for preconstruction and \$165/day for each day after Final Completion date in NTP	PROJECT MANUAL SECTION 01 30 1.17
At minimum does the Piggyback contract have the following Terms/Conditions: <b>Acceptance Inspection</b>	YES		Item 15 – General Terms and Conditions – Solicitation	P 590 – Acceptance Letter

<p>*is there a timeline to accept</p> <p>*is the a delivery schedule date</p> <p><b>Default</b></p> <p><b>Delays</b></p> <p><b>Indemnification</b></p> <p><b>Termination</b></p> <ul style="list-style-type: none"> <li>- <b>Default</b></li> <li>- <b>Convenience</b></li> </ul>			<p>Inspections, Project Manual Section 01 45 00 Quality Control</p> <p>Item 19 Indemnification General Terms and Conditions – Solicitation</p> <p>Item 12 Termination General Terms and Conditions – Solicitation</p>	<p>P 591 – Acceptance Letter</p> <p>P 589 – Acceptance Letter</p>
Is pricing "Fair and Reasonable."	YES		<p>A total of 7 bids were received. MBR was one of the lowest bidders. A total of 3 contracts were awarded. Pricing is very competitive.</p>	

\*"Piggybacking is not permissible when the action would call for a substitution of goods or services an increase in quantities that were not originally bid and not originally evaluated as part of the contract award. Such an order for substitutions or additional quantities would constitute a non-competitive procurement referred to as a tag-on."

**Verified by:**  **Date:** 12/30/2020