

PIGGYBACK CONTRACT GUIDELINES

1.0 BACKGROUND & AUTHORITY

This guideline outlines the criteria for approval of a request to use another entity's public contract ("Piggyback"). Piggyback is an assignment of an existing contracts rights to purchase services and commodities. It is the use of a contractual document that was awarded through a competitive process in which FIU was not contemplated in the original procurement but is allowed to purchase the same services or commodities through the original contract/process. The regulatory authority that allows FIU to piggyback another entity's contract for the acquisition of contractual services and commodities is *BOG Regulation 18.001, Section (1)(c)*; *BOG Regulation 18.001, Section (1)(d)*; and *FIU-2201 Regulation, Section (3)(e)*.

As with other forms of procurement, contracting through piggybacking is subject to internal and external review, and must be consistent with the policies and regulations of FIU. Judicious use of this form of procurement requires that FIU examine and weigh multiple factors in order to determine the appropriateness of piggybacking as a preferred methodology over other procurement alternatives.

2.0 PIGGYBACK PROCEDURE

2.1 The Department should determine if piggybacking off another entity's contract is the most efficient method of procurement. The reasons to piggyback may be the following: 1) the goods or services sought are similar to FIU's needs and FIU does not want to "reinvent the wheel", 2) it saves time, 3) saves money 4) saves resources and/or 5) leverages spend and economies of scale.

2.2 To determine if the Department should piggyback off of the contract they should ask the contracting entity or the awarded Vendor if the contract was publicly advertised, competitively solicited, evaluated and awarded. Also, the contract has to have an assignability provision that permits other entities to utilize the awarded contract. If there is no such provision, obtain written confirmation from the contracting entity and the awarded Vendor that FIU can utilize the contract. Additionally, if there are any restrictions or instructions for the utilization of the contract by another entity, in this case FIU, these must also be identified to ensure that the proper processes are followed.

2.3 To make sure this contract is the best contract to piggyback there should be an equivalency between the commodities and/or services sought by FIU and the original contract. The Department needs to determine if their procurement needs are in line with the size and scope of work, specifications and spend of the awarded contract. The Department should complete the *Piggyback Agreement Checklist*, which includes answering the following questions:

2.3.1 Does the contract encompass the commodities or services that FIU needs? The proposed piggyback should not significantly unbalance the original scope, or change the nature, quantity or scope of the original contract. Confirm that the items in the contract are not outdated or that services are still relevant. Often new technology or improved best practices have been introduced and make an existing contract obsolete. Additionally, check to see if there are provisions in the contract for substitutions for items that are discontinued and/or upgrades, so FIU can take advantage of this provision.

2.3.2 Does the term of the contract, including contract renewals and extension meet FIU's needs? Is the contract current? FIU cannot piggyback on an expired contract. If the contract has remaining terms, beyond the current term, FIU may piggyback on that contract for the full remaining term(s), including renewals and extensions.

2.3.3 Do all relevant factors, including but not limited to, price, quantity, and scope of work meet FIU's needs? Outline any differences between the contract and FIU's procurement needs. FIU's quantity should not be greater than the awarded contract, because we could yield better outcomes. We can negotiate lower pricing with the Vendor.

2.3.4 Is FIU's scope of work equivalent to the contracting agency's business model or broad enough for use by FIU? If the scope of work are to be specific to each contracting entity, the Department must coordinate this with the Vendor and submit it to Purchasing Services.

2.3.5 If the answers to these questions are yes then the contract is a good piggyback option for FIU. The Department shall provide details and/or explanations as required for the above questions to Purchasing Services along with the required documentation outlined below.

3.0 REQUIRED DOCUMENTATION

If the piggybacking method of procurement is determined to be the best option, then the Department must obtain and submit the following documents to Purchasing Services at contracts@FIU.edu:

3.1 Executed Contract

The executed contract is the agreement between the original contracting entity and the awarded Vendor. The executed contract and any amendments should contain both parties' signatures. The executed contract may include the competitive solicitation, the Vendor's response, and any negotiated terms or best and final offer (BAFO).

3.2 ITB/RFP/ITN including any addendum(a)

The ITB (Invitation to Bid)/RFP (Request for Proposals)/ITN (Invitation to Negotiate) refers to the competitive solicitation the original contracting entity used to procure the services or commodity. This document along with any addendum(a) that was issued as part of the process must be obtained.

3.3 Awarded Vendor's Bid/Proposal/Response to the ITB/RFP/ITN

The awarded Vendor's Bid/Proposal/Response is the response submitted by the Vendor to the advertised competitive solicitation.

3.4 Final Negotiated Terms or Best and Final Offer (BAFO), if applicable

A competitive solicitation may require a Vendor to submit a best and final offer, also known as a BAFO. If there is a BAFO from the Vendor, it must be obtained. Additionally, the original contracting entity may have negotiated certain provisions with the Vendor, such as, but not limited to, general terms and conditions, price or scope of work. If such negotiated terms are outlined in a separate document, such documents must be obtained. Often times these additionally negotiated provisions are outlined on the actual contract, in which case, obtaining the contract will meet this requirement.

3.5 Contact Information of the Contract Manager

The department must obtain the original contracting entity's contract manager's name and information for the contract. Additionally, it is recommended that the documents listed above, items 3.1 through 3.4, be obtained directly from said entity. If the Vendor provides the documentation, then it should be verified with the original contracting entity.

3.6 Contract Intake Form

Complete the *Contract Intake Form*.

3.7 Piggyback Agreement Checklist

Complete the Piggyback Agreement Checklist herein.

4.0 EXECUTING THE PIGGYBACK AGREEMENT

4.1 Submit all of the required documentation (as outlined in Section 3.0) in a zip file to contracts@FIU.edu.

4.2 All documentation will be reviewed by Purchasing Services. Purchasing Services will be in contact with the Department and/or the Contracting Entity if we have any questions. The Department can contact Jacob Zade at ypinasza@fiu.edu if you have any questions regarding this process or need assistance.

4.3 Purchasing Services will make the final decision, with the assistance of the Office of the General Counsel, as to whether the contract presented for piggybacking can be utilized by FIU. This determination will be based on all requirements and regulations as outlined herein. The Department will be informed via email as to whether the piggybacking request was approved or denied.

4.3.1 If the request was denied we will work with the Department to find an alternative contract to piggyback or develop an FIU solicitation.

4.3.2 If the piggyback request is approved, enter a requisition into PeopleSoft referencing the Contract Number and Contracting Entity.

4.4 Purchasing Services will process any needed contract documentation (such as a participating addendum of piggyback cover agreement), issue the purchase order and send all necessary documentation to the Vendor. The Department will receive all documentation sent to the Vendor for your files.

Piggyback Agreement Checklist

This Checklist outlines the required documentation as well as key things to review when considering piggybacking. This Checklist is not all-inclusive and departments are advised to carefully review contracts in their entirety before submitting them to Purchasing Services. Please complete the checklist, using a separate page to answer questions as needed, and include all information and documentation requested with your submission to Purchasing Services. See the Piggyback Contract Guidelines above for more information.

| CHECKLIST | YES | NO | DOCUMENT & PAGE # |
|---|-----|----|----------------------|
| 1. Does the contract encompass the commodities or services that FIU needs? | | | |
| 2. Does the term of the contract, including contract renewals and extension meet FIU's needs? Is the contract current? Identify the term of the contract, including any specified renewal options. Outline the term that is needed by FIU for the piggyback contract, including any anticipated renewals. | | | |
| 3. Do all relevant factors, including but not limited to, price, quantity, and scope of work meet FIU's needs? Outline any differences between the scope of services and specifications in the contract and FIU's procurement needs. | | | |
| 4. Is the pricing in the contract similar to the proposed pricing for FIU? Outline any differences in pricing. For any increases in pricing or any additional pricing, include an explanation for the differences. If there are no differences in pricing please provide confirmation that all pricing will be the same. | | | |
| 5. Is FIU's scope of work equivalent to the contracting agency's business model or broad enough for use by FIU? If the scope of work are to be specific to each contracting entity, FIU must coordinate this with the Vendor and submit to Purchasing Services. Outline any differences between the scope of services and specifications in the contract and FIU's procurement needs. | | | |
| 6. Does the contract allow the utilization of the contract by other entities? | | | |
| 7. Is there are any restrictions or instructions included for utilization of the contract? Please identify those restrictions or instructions. | | | |
| 8. Was the solicitation competitively bid and publicly advertised? | | | |
| 9. Is the executed contract included in the file being submitted to contracts@fiu.edu? | | | N/A |
| 10. Is the ITB/RFP/ITN including any addendum(a) included in the file being submitted to contracts@fiu.edu? | | | N/A |
| 11. Is the Vendor's Bid/Proposal/Response to the ITB/RFP/ITN included in the file being submitted to contracts@fiu.edu? | | | N/A |
| 12. Is the Final negotiated terms or Best and Final Offer (BAFO), if applicable, included in the file being submitted to contracts@fiu.edu? | | | N/A |
| 13. Is the Contact Information of the Contract Manager for the Contract from the contracting entity included in the file being submitted to contracts@fiu.edu? | | | N/A |
| 14. Is the Contract Intake Form included in the file being submitted to contracts@fiu.edu? | | | N/A |

All required documentation shall be submitted to contracts@fiu.edu in a file for processing. You will be contacted by Purchasing Services within three (3) business days of your submission. If it is approved, please enter a requisition into PeopleSoft referencing the Contract Number and Contracting Entity, plus attach the file.