

## APPENDIX B.16

## PIGGYBACKING WORKSHEET

**Definition:** *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET		YES	NO
1.	Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits? <b>The solicitation is in folder 11 of the solicitation file and the contract is in folder #1 of the contract</b>		
2.	Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables? <b>Assignability language is contained in the contract clause # 3 “Scope of Services”</b>		
3.	Did the Contractor submit the “certifications” required by Federal regulations? See BPPM Section 4.3.3.2. <b>This information can be found in the solicitation file, folder #20 (Responsiveness Review)</b>		
4.	Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1. <b>This information can be found in the solicitation file folder #31 (Check List for Federal Clauses Form (#502(2) in Procurement Policy Manual)</b>		
5.	Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision? <b>There was no minimum or maximum quantity required, for this was a state schedule.</b>		
6.	If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract? <b>No there was not as this was a state schedule and multiple award</b>		

WORKSHEET		YES	NO
7.	If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired? <b>The term of this contract is five (5) years. Clause 4 of the contract (Effective Date &amp; Term of Agreement)</b>		
8.	Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9.	Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. <b>Yes, this information can be found in the solicitation file # 19 (Cost &amp; Price Analysis, Price Negotiation Memo) Vendor Pricing</b>		
10.	If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i). <b>The term of this contract is five (5) years. Clause 4 of the contract (Effective Date &amp; Term of Agreement)</b>		
11.	Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files. <b>Yes, this information can be found in the solicitation file # 18 (Proposal Evals &amp; Source Selection Info) Scoring Summary</b>		
12.	If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and “Piggybacking,”* and (c) FTA Circular 4220.1F.