

**RECOMMENDED PIGGYBACK POLICY**

**Acquisition through Assigned Contract Rights/Piggybacking**

The Orange County Transportation Authority (OCTA) may acquire contract options through assignment by another public agency, also known as “piggybacking,” under any of the following circumstances:

1. When the goods and supplies, equipment, materials, information technology, rolling stock, or nonprofessional services are available from a vendor who has been selected through a procurement with the federal government or other California public agency using competitive bidding procedures substantially the same as or similar to those normally utilized by OCTA for the acquisition of such goods and supplies, equipment, materials, information technology, rolling stock, or services, and when the price offered to OCTA is substantially equivalent to that offered to the other public agency.
2. When the goods and supplies, equipment, materials, information technology, rolling stock, or nonprofessional services are available from suppliers who have been awarded contracts by the state of California (State) or the federal government for the purchase of goods and supplies, information technology, and services where State procurement is made in the form of master agreements, price schedules, or multiple award schedules that allow the State to take advantage of leveraged pricing that can be obtained through the State’s buying power and where the State has determined that such vendor pricing is deemed to be reasonable, fair, and competitive. Pursuant to such State multiple award programs, OCTA may make these purchases directly from the vendors without competitive bidding, or the State may provide assistance to OCTA in making such purchases in accordance with the Cooperative Procurement Policy.
3. If the contract will be funded, in whole or in part, with federal funds, OCTA shall comply with all requirements set forth under federal law and by the federal awarding agency. For contracts funded by the Federal Transit Administration, OCTA must determine (1) that the original contract price remains fair and reasonable; (2) that the original contract provisions comply with all applicable Federal requirements; and (3) that the assigning recipient originally procured quantities necessary for their needs (i.e., they did not procure unreasonably large quantities).