

## Justification for Utilizing a Cooperative Contract

Cooperative or Lead Agency \_\_\_\_\_

Contract No. \_\_\_\_\_

Vendor(s) Name(s) \_\_\_\_\_

We have reviewed and completed due diligence on the aforementioned cooperative contract. As part of the due diligence review, we have confirmed that the contract complies substantially with our procurement rules and practices. We have further confirmed that all purchases will comply with the terms and prices in the contract. It has been determined that it is in the best interests of our entity to utilize this contract for the reasons cited below:

| Issue   | Procurement Consideration  |
|---|--|
| <b>New York State Considerations:</b>   |  |
| 1. Was the contract let by the United States or any agency thereof, any state or any other political subdivision or district therein?   |  |
| 2. Was the contract made available for use by other governmental entities?  |  |
| 3. Was the contract let in a manner that constitutes competitive bidding "consistent with state law?"   |  |
| 4. Was there a public solicitation of bids consistent with GML 103.5 and serves to ensure that the purposes of GML 103 are furthered?   |  |
| 5. Was the submission of sealed bids, or analogous procedure, done in a manner to secure and preserve the integrity of the process and confidentiality of the bids submitted? |  |
| 6. Was the preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly?  |  |
| 7. Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?                              |  |
| <b>General Considerations:</b>  |  |
| 8. Do the terms, conditions and scope of work/specifications meet the need?   |  |
| 9. If no, are the terms, conditions and scope of work/specifications negotiable?  | It should be noted here if terms or prices were negotiated.  |
| 10. Does the cooperative contract provide the most advantageous solution? Why?  | Factors may include advantageous terms, conditions, prices, quality, performance, timing, entity's experience and ability to duplicate the contract, age of the contract, etc. |
| 11. Is the contract in effect and in force for all proposed purchases?  | If not, does the contract allow performance of work in progress at the time of expiration?   |
| 12. Will any and all purchases comply with the terms and prices in the contract?  |  |
| 13. Will volume pricing advantages be applied to purchases?   |  |
| 14. Are there any fees associated with use of   |  |

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| <b>the contract? Are they reasonable and justified?</b>   |  |
| <b>15. Were local and regional vendors offered the opportunity to compete for the contracts?</b>  | Use this area if applicable to the entity's procurement policies, practices or principles. |
| <b>16. Did the cooperative or lead agency have the expertise, reputation and history of quality contracting for the good or service being procured?</b> |  |
| <b>17. Was past experience with the cooperative or lead agency acceptable?</b>  |  |
| <b>18. Is it a unique purchase that is better serviced under another contract?</b>  |  |
| <b>19. Is the item urgently needed?</b>   |  |
| <b>20. What is the age of the contract? How many years is it into its contract term?</b>  |  |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Buyer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Purchasing Name