



**INTERLOCAL PURCHASING AGREEMENT
FOR COOPERATIVE PURCHASING CONTRACTS**

**EDUCATIONAL SERVICE DISTRICT NO. 112
2500 NE 65th Avenue
Vancouver WA 98661-6812**

Parties to the Agreement:

Educational Service District No. 112, a political subdivision of the state of Washington (ESD 112), and Bethel School District No. 403, a quasi-municipal corporation of the state of Washington (District) located at 516 176th Street E, Spanaway WA 98387.

Summary Statement-Agreement Purpose

INTERLOCAL PARTICIPATION IN COOPERATIVE PURCHASING CONTRACTS

For the cooperative purchasing of personal protective equipment (PPE).

Agreement Number

20054-031

Agreement Period

Term Start: June 1, 2020

Term End Date: May 31, 2021

Attachments: This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the parties

Exhibit A: Terms & Conditions

Exhibit B: Agreement Contact Information

Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

IN WITNESS WHEREOF, the District and ESD112 have executed this Agreement on the date and year indicated below.

BETHEL SCHOOL DISTRICT NO. 403

AUTHORIZED SIGNATURE:

DATE:

EDUCATIONAL SERVICE DISTRICT NO 112

AUTHORIZED SIGNATURE:

DATE:

ESD INFORMATION

DEPT APPROVAL J Strunk

BUS SVC APPROVAL P Pepin

EXHIBIT A
GENERAL TERMS & CONDITIONS

1. Purpose.

1.1 Pursuant to RCW 28A.320 and the Interlocal Cooperation Act RCW 39.34, and other provisions of the law that authorize intergovernmental agreements for cooperative purchasing, ESD112 and school districts (Parties) are entering into this Agreement for cooperative purchasing of personal protective equipment (PPE).

1.2 It is not the intent of the Parties to this Agreement, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the boards or other governing bodies of the Parties shall jointly administer this Agreement in accordance with the terms contained herein.

1.3 Parties to the Agreement seek to join together to secure PPE, reduce their respective costs in purchasing PPE for use in agency operations and to make the most efficient use of their powers by enabling cooperation with each other on a basis of mutual advantage.

2. Term. The Term for the Agreement shall be one (1) year, beginning June 1, 2020, or the date of last signature, ending May 31, 2021.

3. Provisions.

3.1 ESD112 represents and warrants it has complied with its statutory requirements under Washington law regarding notice for bids or proposals for goods or services subject to this Agreement. ESD112 further represents and warrants it posted the bids or solicitation on a website established and maintained by ESD112, for the purposes of posting public notice of bids or proposal solicitations for ESD112's purchasing program.

3.2 The District agrees to accept responsibility for compliance with any additional or varying laws and regulations governing purchases they make. ESD112 makes no representation or warranty that this Agreement complies with the requirements of the statutes, regulations, policies or rules applicable to each participating District.

3.3 School districts that are interested in purchasing PPE in reliance on the ESD 112 competitively procured contract, shall submit a letter of intent to ESD 112 no later than June 19, 2020 with the type and quantity of PPE the District wants to purchase.

3.4 ESD112 will secure competitive contracts and commit to place orders for the type and quantity of PPE the Districts identifies in the letter of intent. ESD112 will email the District the bid prices for the PPE within forty-eight hours following bid opening.

- 3.5** The District may modify the type and quantity of PPE that it wants to purchase, as identified in the letter of intent, if it sends a reply email to the ESD within five (5) business days of the date the ESD emailed the bid prices to the District. Failure to notify the ESD of changes within five (5) date will result in ESD 112 ordering the type and quantity of PPE in the District's letter of intent. Once ESD 112 orders PPE for the District, the District is responsible for and shall pay ESD 112 for the PPE.
- 3.6** ESD 112 will purchase and receive the PPE the District identifies and deliver it to the District. Upon delivery of goods to District, ESD112 will invoice the District.
- 3.7** The District shall pay the ESD invoice within thirty (30) days of the invoice date. The invoice will include the actual bid price of the PPE plus any applicable costs for delivery of products to the District and a 1.5% administrative fee of total invoice amount.
- 3.8** ESD112 shall make all orders directly to the vendor(s) or vendor's subcontractors that are furnishing specified PPE under contracts issued through the cooperative bid solicitation. The ESD 112 will provide an order schedule for the remainder of the term of the agreement by September 1, 2020.
- 3.9** ESD112 offers no additional guarantees regarding the manufactured quality, performance or material defects of PPE received by the District under this agreement.
- 3.10** ESD112 shall have responsibility for coordinating the delivery of the PPE requested by the District to a single district facility. The District shall be responsible for all costs associated with delivery.
- 3.11** The manner of financing the PPE purchased under this Agreement shall be through budgeted funds or other available funds of the District. The District shall be responsible for all budget and accounting procedures related to its purchases.
- 3.12** This Agreement has been approved by the governing bodies of the District and ESD112 by resolution, motion, or by other means specifically authorized by law.
- 3.13** This Agreement shall supersede all prior agreements and understandings with ESD112 and the District pertaining to cooperative purchasing. This Agreement may only be amended by a written document duly executed by the parties.
- 3.14** This Agreement shall become effective once it is fully executed and filed as required by law, or listed on ESD112's or on the District's web site or other electronically retrievable public source. The District shall file or list the Agreement on their website prior to purchasing items under this Agreement.

- 3.15** This Agreement shall remain in force until the Term End Date. ESD112 or the District may terminate this Agreement upon sixty (30) days written notice to the other party.
- 3.16** The terms and conditions of this Agreement shall be governed by the laws of the State of Washington.

**EXHIBIT B
AGREEMENT CONTACT INFORMATION**

PROGRAM CONTACTS	
<u>PURCHASING AGENCY</u>	<u>ESD112</u>
Name: Billy Wessell	Name: Jeff Strunk
Position Title: Chief Financial Officer	Position Title: Purchasing Manager
Phone: 253.800.2211	Phone: 360.949.1989
Email: bwessell@bethelsd.org	Email: jeff.strunk@esd112.org

SIGNATURE AUTHORITY / NOTICE CONTACT	
<u>PURCHASING AGENCY</u>	<u>ESD112</u>
Name: Billy Wessell	Name: Tim Merlino
Position Title: Chief Financial Officer	Position Title: Superintendent
Phone: 253.800.2211	Phone: 360.750.7500
Email: bwessell@bethelsd.org	Email: tim.merlino@esd112.org