

Interlocal Contract

JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

Steps For Completion And Processing: Step 1: Fill in all required information, including the date your governing body authorized and print two copies of the appropriate **HGACBuy ILC Form**.

Step 2: Secure signature by an individual with authority to contractually bind your entity.

Step 3: Send both documents with original signatures to HGACBuy at the address indicated on the ILC Form.

Step 4: HGACBuy will execute both copies of the contract and return one to you. **Special Requirements For Non-Profit Corporations:**

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

1. Copy of 501(c)(3) Form
2. Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.
3. A letter describing the governmental service(s) that your organization performs. (This requirement does not apply to Volunteer Fire Departments or organizations providing Emergency Medical Services).

Fax copies of Interlocal Contracts will be accepted and processed subject to the same requirements as original documents.



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

*

Mailing Address

By: _____
Executive Director

*

City State ZIP Code

Attest: _____
Manager

*By: _____
Signature of chief elected or appointed official

Date: _____

*

Typed Name & Title of Signatory Date

*Denotes required fields

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

* denotes required fields


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USING THE PROGRAM

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of

Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

H-GAC Board of Directors Awards All Contracts

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

Steps To Placing Purchase Orders Through HGACBuy

Step 1: (first time only)

Execute the "Interlocal Contract" (ILC) found on the HGACBuy website under [Program Info](#), and return to H-GAC. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

Step 2:

Obtain specific [product details](#) from the HGACBuy website, www.HGACBuy.org. Then, contact the contractor's nearest representative for additional assistance and a definitive price quotation. Contractor information can be found at the bottom of each contracts web page under Products Available.

Step 3:

Prepare and submit your purchase order directly to the relevant HGACBuy contractor, after completing consultation with the contractor's representative. A copy of the order along with a copy of the contractor's written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). HGACBuy contractors will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

NOTE: Performance Bond

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Contractor must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Contractor shall quote a price to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Contractor agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

HGACBuy Order Confirmation

On most contracts, when a copy of a purchase order is received (see Step 3 above), HGACBuy staff prepares an Order Confirmation which is then sent to the Member and the Contractor - authorizing the Contractor to proceed with the order. This Order Confirmation indicates that the Contractor does have a valid contract with HGACBuy for the products contained on the order. Actual pricing is not verified on the Order Confirmation. For pricing verification prior to issuing the purchase order, contact HGACBuy staff.

Remitting End User Payments For Products and Services Rendered

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by HGACBuy contractor of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay the HGACBuy contractor the full amount of the invoice.

All contracts between HGACBuy and its contractors require prompt payment upon delivery of products/services to an End User.

Ownership Passes Directly From Contractors to End Users

HGACBuy does not at any time take title to any product. Contractors assign ownership directly to End Users.

Reimbursement of HGACBuy's Operational Costs

The HGACBuy program is solely funded through the assessment of an administrative fee paid by the contractor on each order.

End Users Invited to Attend Pre-Bid Conferences

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with

manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also. See a listing of scheduled pre-bid conferences on the HGACBuy website under Bid Notices.

3-Way Partnership At Work

The three-way partnership between HGACBuy, Program End Users, and Contractors is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Contractor.

H-GAC's Role: HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

The End User's Role: End Users are expected to consult with Contractors' representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Contractor's representatives to detail and complete all documentation required when submitting purchase orders.

The Contractor's Role: HGACBuy relies upon its Contractors to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Contractors' representatives work closely with each End User to meet specific constituent needs.

H-GAC's Bid Notices

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

Distribution of H-GAC Product Specifications

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

End User Benefits

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size.

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

H-GAC Web Site

Information on products under contract through HGACBuy can be accessed through the web site. The web site contains the following:

- Product categories with base bid prices
- Contractors' representatives with telephone numbers
- H-GAC staff telephone numbers and e-mail addresses
- Listing of Specifications Conferences
- Listing of Bid opening dates for each product category

Contacting HGACBuy

3555 Timmons Ln, Suite 120
Houston, TX 77027

Phone: 800-926-0234

Fax: 713-993-4548

Web: www.HGACBuy.org

Individual staff phone numbers and emails may be found on the HGACBuy website under Program Staff.

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End User	City
Washington	
Battle Ground School District #119 (WA)	Brush Prairie
Bethel School District (WA)	Spanaway
Chelan County (WA)	Wenatchee
City of Anacortes (WA)	Anacortes
City of Auburn (WA)	Auburn
City of Bellevue Washington (WA)	Bellevue
City of Bellingham (WA)	Bellingham
City of Buckley (WA)	Buckley
City of Clarkston (WA)	Clarkston
City of DuPont (WA)	DuPont
City of Edmonds (WA)	Edmonds
City of Ephrata (WA)	Ephrata
City of Everett (WA)	Everett
City of Granite Falls (WA)	Granite Falls
City of Hoquiam (WA)	Hoquiam
City of Kenmore (WA)	Kenmore
City of Kennewick (WA)	Kennewick
City of Kirkland (WA)	Kirkland
City of Lacey (WA)	Lacey
City of Longview (WA)	Longview
City of Lynnwood (WA)	Lynnwood
City of Marysville (WA)	Marysville
City of Mercer Island (WA)	Mercer Island
City of Monroe (WA)	Monroe
City of Mount Vernon (WA)	Mount Vernon
City of Mukilteo (WA)	Mukilteo
City of Normandy Park (WA)	Normandy Park
City of Okanogan (WA)	Okanogan
City of Olympia (WA)	Olympia
City of Port Angeles (WA)	Port Angeles
City of Port Townsend (WA)	Port Townsend
City of Poulsbo (WA)	Poulsbo
City of Pullman (WA)	Pullman
City of Puyallup (WA)	Puyallup
City of Quincy (WA)	Quincy
City of Renton (WA)	Renton
City of Richland (WA)	Richland
City of Ritzville (WA)	Ritzville
City of SeaTac (WA)	SeaTac
City of Seattle (WA)	Seattle
City of Sequim (WA)	Sequim
City of Spokane (WA)	Spokane
City of Tukwila (WA)	Tukwila
City of Union Gap (WA)	Union Gap
City of Vancouver (WA)	Vancouver
City of Walla Walla (WA)	Walla Walla
City of Washougal (WA)	Washougal
City of Yakima (WA)	Yakima
City of Yelm (WA)	Yelm
Clark County (WA)	Vancouver
Clark Public Utilities (WA)	Vancouver
Community College of Spokane (WA)	Spokane
Cowlitz County (WA)	Kelso
Edmonds School District #15 (WA)	Lynnwood
Enumclaw School District (WA)	Enumclaw
Eureka Fire Protection District No. 3 (WA)	Prescott
Family Services of Grant County (WA)	Moses Lake
Franklin Pierce School District (WA)	Takoma
Green River Community College (WA)	Anuburn
Island County Emergency Services Communications Center (I-COM), WA	Oak Harbor
Kennewick Irrigation District (WA)	Kennewick
Kennewick School District (WA)	Kennewick
Kent Fire Department RFA (WA)	Kent
Key Peninsula Metropolitan Park District dba: Key Pen Parks (WA)	Lakebay
King County (WA)	Seattle
King County Fire District 45 (WA)	Duval
Kitsap County (WA)	Port Orchard
Klickitat County (WA)	Goldendale
La Center School District (WA)	La Center
Lakehaven Utility District (WA)	Federal Way
Mason County (WA)	Shelton
Midway Sewer District (WA)	Kent
Nine Mile Falls School District (WA)	Nine Mile Falls
Okanogan County (WA)	Okanogan
Pierce County (WA)	Tacoma
Pierce County Fire District 6 (WA)	Tacoma
Pierce County Fire Protection District No. 2 (WA)	Lakewood
Port Authority of Longview (WA)	Longview
Port of Everett (WA)	Everett
Port of Seattle (WA)	Seattle
Port of Vancouver (WA)	Vancouver

Public Utility District No. 1 of Chelan County (WA)
Public Utility District No. 1 of Snohomish County (WA)
Puget Sound Residential Services (WA)
Renton School District No. 403 (WA)
Skagit County Fire Protection District No. 5 (WA)
Skagit County Public Utility District No.1 (WA)
Skagit Transit (WA)
Snohomish County Fire District #5 (WA)
Snohomish County Fire Protection District #3 (WA)
Snohomish County Public Transportation (WA)
South Kitsap Fire & Rescue (WA)
Spokane Airport Board (WA)
Spokane County (WA)
Spokane County Fire Protection District #9 (WA)
Spokane Valley Fire Department (WA)
Union Gap School District #2 (WA)
Whitman County (WA)
Yakima County (WA)

Wenatchee
Everett
Renton
Renton
Bow
Mount Vernon
Burlington
Sultan
Monroe
Everett
Port Orchard
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