

<input checked="" type="checkbox"/>	NEW CONTRACT
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<input type="checkbox"/>	AMENDMENT NO.	
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<input type="checkbox"/>	SOFTWARE AGREEMENT
<input type="checkbox"/>	CLIENT SERVICE
<input checked="" type="checkbox"/>	PURCHASED SERVICE
<input type="checkbox"/>	PURCHASE AGREEMENT
<input type="checkbox"/>	LICENSE

<input type="checkbox"/>	RENTAL
<input type="checkbox"/>	PERSONAL SERVICE
<input type="checkbox"/>	LEASE
<input type="checkbox"/>	STATE FINANCE
<input type="checkbox"/>	MAINTENANCE

CONTRACT NO.	26187	REQUISITION NO.	N/A
EXECUTED BY	Matt Rivera		
CONTRACTOR	HOUSTON-GALVESTON AREA COUNCIL		
PERIOD OF PERFORMANCE	3/26/2019 – 3/25/2029		
METHOD OF AWARD	<input type="checkbox"/> <10K <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> COMP AWARD <input checked="" type="checkbox"/> GPO <input type="checkbox"/> STATE CONTRACT <input type="checkbox"/> OTHER		
FUNDING SOURCE	<input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> FED <input type="checkbox"/> PRIVATE <input checked="" type="checkbox"/> OTHER		
BUDGET CODING			
NTE CONTRACT AMOUNT	\$0.00	<input type="checkbox"/> NET30	<input type="checkbox"/> CHECK
PAYMENT SCHEDULE	<input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> NO PAYMENT REQUIRED <input type="checkbox"/> OTHER (PLEASE SPECIFY)		
COMP/EXPENSE ADDITION			
CERTIFICATE OF INSURANCE	<input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> REQUIRED <input type="checkbox"/> RECEIVED		
INVOLVES DATA	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		
EXECUTION DATE	3/26/2019		
NOTES			

DEPARTMENT	
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DISTRIBUTION:

To	NAMES AND NOTES	DATE	INITIAL
CONTRACT MANAGER			
FINANCIAL MANAGER			
COBBLESTONE RECORD	COMPLETE DATA ENTRY IN CONTRACT RECORD INCLUDING CM IN WSU ROLE OF FINANCIAL MANAGER		
COBBLESTONE COPY	UPLOAD THE EXECUTED COPY		
SHAREPOINT	EMAIL JACKLYN		

END OF RETENTION	FY OF END DATE + 6 MORE FY	
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Rivera, Matthew

From: Huey, Stefani <Stefani.Huey@h-gac.com>
Sent: Wednesday, April 3, 2019 8:27 AM
To: Rivera, Matthew
Cc: Metty, Tammy; Carter, Jacquelyn
Subject: Executed HGACBuy Interlocal Contract/Washington State University, WA
Attachments: Washington_State_University,_WA.pdf

HGACBuy would like to welcome you and thank you for becoming a member of the program. Enclosed is your copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number. This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. The Contract covers all departments within your municipality/county/district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

Visit our website at: www.hgacbuy.org to schedule your end user orientation. Should you require any further information concerning the program please call 800-926-0234.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Sincerely,

Stefani Huey
Program Specialist
Cooperative Purchasing Program
Houston-Galveston Area Council
Stefani.Huey@h-gac.com
cpcontractfax@h-gac.com
TEL: 713-993-2473
FAX: 713-993-2424
www.hgacbuy.org

I AM ATTENDING



2019 HGACBUY
CONFERENCE, HOUSTON, TX

NRG STADIUM
OCTOBER 1-2, 2019



INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING

ILC No.:
ILC19-7648

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 **Washington State University**, 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 **410 Dairy Road, Pullman WA. 99164**.

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 **03/06/2019** (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 **07/01/2018** and ends **06/30/2019**. 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.

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 BY THE PARTIES HERETO AS FOLLOWS:

Washington State University

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

PO Box 641020

Mailing Address

Pullman, WA 99164-1020

City, State ZIP Code

Eric M. Rogers 3/6/19

Signature of chief elected or appointed official | **Date**

Eric Rogers, Director

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

DocuSigned by:

By:

82EC270D5D61423...
Executive Director

Date: 3/26/2019



INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING

ILC No.:

ILC19-7648

Permanent Number assigned
by H-GAC

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WITNESSETH

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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

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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.

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

Washington State University

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

PO Box 641020

Mailing Address

Pullman, WA 99164-1020

City, State ZIP Code

Eric M. Rogers 3/6/19
Signature of chief elected or appointed official | **Date**

Eric Rogers, Director

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____

Executive Director

Date: _____



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: Washington State University County Name: Whitman

Mailing Address: PO Box 641020 Pullman, WA 99164-1020

Main Telephone Number: (509) 335-3541 **FAX Number:** (509) 335-7765

Physical Address: 410 Dairy Road Pullman, WA 99164-1020

Web Site Address: <https://purchasing.wsu.edu/>

Official Contact: Eric Rogers

Mailing Address: PO Box 641020 Pullman,
WA 99164-1020

Title: Director

Ph No.: (509) 335-1257

FX No.: (509) 335-7765

E-Mail Address: emrogers@wsu.edu

Authorized Official: Eric Rogers

Mailing Address: PO Box 641020 Pullman,
WA 99164-1020

Title: Director

Ph No.: (509) 335-1257

FX No.: (509) 335-7765

E-Mail Address: emrogers@wsu.edu

Official Contact: Patty Gropp

Mailing Address: PO Box 641020 Pullman,
WA 99164-1020

Title: Associate Director

Ph No.: (509) 335-3582

FX No.: (509) 335-7765

E-Mail Address: gropp@wsu.edu

Official Contact:

Mailing Address:

Title:

Ph No.:

FX No.:

E-Mail Address:

Official Contact:

Mailing Address:

Title:

Ph No.:

FX No.:

E-Mail Address:

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Houston-Galveston Area Council	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3555 Timmons Lane Suite 120	Requester's name and address (optional)
6 City, state, and ZIP code Houston, Texas 77027	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
7	4	-	1	5	5	7	5	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 12/12/2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.