MEMORANDUM

DATE: May 14, 1996

TO: PRESIDENT:
    Jane Jervis
    Ivory Nelson
    Karen Morse
    Richard McCormick
    Marshall Drummond
    Sam Smith

ICBO:
    Sallie Giffen
    Ruta Fanning
    George Pierce
    Rich Corona
    John Pettit
    Mike Stewart
    cc: Greg Royer, Les Purce, Kerry Kahl

PURCHASING OFFICERS:
    Mike Hardiman
    Dale Monroe
    LouAnn Pasquan
    Sharon Griffin
    Sharon Alexander
    Jan Roan
    Al Whiteside
    Jay Field
    Vern Quinton

FROM: Terry Teale

SUBJECT: Interlocal Purchasing Agreement

Enclosed is a conformed copy of the Interlocal Purchasing Agreement for Washington Institutions of Public Higher Education. The agreement is filed with the Whitman County Auditor and the Secretary of State. Also enclosed is a copy of the Adopted Bid Solicitation Guidelines. Per the agreement, institutions are now able to contract and purchase under this agreement.
INTERLOCAL AGREEMENT

An Agreement Authorizing
Sharing of Information and Contracts for Goods and Services among Institutions of Higher Education in the State of Washington including State Community and Technical Colleges

THIS AGREEMENT is among the public institutions of higher education of the State of Washington, including Washington State University, The University of Washington, Eastern Washington University, Central Washington University, Western Washington University, The Evergreen State College, and the State Board of Community and Technical Colleges on behalf of the individual community and technical colleges which are all agencies of the State of Washington, hereinafter referred to as "HIGHER EDUCATION".

RECATALS

1. This AGREEMENT is entered into pursuant to chapter 39.34 RCW, The Interlocal Cooperation Act.

2. The institutions of higher education purchase similar goods and services.

3. HIGHER EDUCATION views the proposed arrangement as an efficient use of their purchasing resources.

NOW THEREFORE, it is agreed as follows:

PURPOSE

HIGHER EDUCATION intends to share and cooperate in preparing specifications, sourcing, competitive bidding, and negotiating specific terms for goods or services that are required by the institutions.

DURATION

This AGREEMENT will be effective with the authorized signature of the participating institution. Any member of the group identified as HIGHER EDUCATION may discontinue this affiliation with a written notice to all other members of the group. By mutual agreement of all participating institutions, this AGREEMENT may be terminated.
FINANCING

There will be no billable costs among participating institutions.

SCOPE

An authorized procurement agent of any of the participating institutions will prepare specifications based on the needs of each participating institution. The institution for which that agent works will be known as “the lead institution”. That agent will comply with Washington state laws and regulations for competitive solicitations on the specified goods or services. The agent will enter a contract with a vendor or vendors to provide necessary goods and services. The contract will specify that all other participating institutions may issue purchase orders based on the terms of this AGREEMENT. The contract will not be a purchase order for the good or service. Each institution will issue independent purchase orders based on their individual authorities to purchase and their specific terms and conditions.

ADMINISTRATION

No new or separate legal or administrative entity is created to administer this AGREEMENT.

The Interinstitutional Purchasing Officers (IPOC) of the participating institutions and the Purchasing Affairs Committee of the Community and Technical Colleges (PAC) shall manage this AGREEMENT. The executive officers of IPOC and PAC shall bring matters of concern and changes to this AGREEMENT to the attention of the IPOC.

The business officers of each member institution will be regularly appraised of the progress and success of this AGREEMENT by his or her lead purchasing officer. Business officers have the authority to withdraw from or propose changes to this AGREEMENT.

Specific supplemental contracts related to the scope of this AGREEMENT may be entered into by any member of HIGHER EDUCATION without changing the relationships within this AGREEMENT.

All official notices relating to this AGREEMENT or any supplemental contract will be delivered to the chief purchasing officer of each institution.
INDEMNIFICATION

Each member institution agrees to hold harmless all other member institutions including the Lead institution from all claims, suits, and/or actions arising from each institutions respective negligent act or omission. Each party shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of itself and its officers, employees and agents.

Each institution that purchases items from a Lead institution's contract shall have the duty and responsibility to enforce and defend its own rights and responsibilities against the vendor.

Where multiple member institutions are similarly situated with respect to performance problems they may, but shall not be required to, cooperate in resolving the problem.

FILING

Copies of this AGREEMENT shall be filed with the Whitman County Auditor and the Secretary of State prior to its entry into force. The contract shall be effective upon execution by the parties and accomplishment of all filing requirements as provided herein.
UNIVERSITY OF WASHINGTON

By: John R. Pettit
Its: Acting Executive Vice President
Date: ______________

WASHINGTON STATE UNIVERSITY

By: Sallie A. Giffen
Its: Vice President for Business Affairs
Date: 1/24/96

CENTRAL WASHINGTON UNIVERSITY

By: Courtney S. Jones
Its: 
Date: ______________

EASTERN WASHINGTON UNIVERSITY

By: Michael S. Stewart
Its: 
Date: ______________

THE EVERGREEN STATE COLLEGE

By: Nancy McKinney and Steve Trotter
Its: Interim Associate Vice Presidents
Date: for Finance & Administration

WESTERN WASHINGTON UNIVERSITY

By: George A. Pierce
Its: 
Date: ______________

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

By: Earl Hale
Its: Director
Date: 1/24/96
HIGHLINE COMMUNITY COLLEGE

By: Laura Saunders
Its: VP Administration
Date: Dec 14, 1995

GREEN RIVER COMMUNITY COLLEGE

By: R.B. Brumfield
Its: V.P. for Bus. Affairs
Date: 12/14/95

PIERCE COLLEGE

By: Urban Saunders
Its: Exec. Director Academic
Date: 3/11/96

CENTRALIA COLLEGE

By: John Wiland
Its: Dean of Administration
Date: 12/11/95

LOWER COLUMBIA COLLEGE

By: Hilmar H. Kuebel
Its: Dean for Admin. Services
Date: 12/14/95

CLARK COLLEGE

By: Anthony D. Birch
Its: Dean of Administrative Services
Date: 12/14/95

WENATCHEE VALLEY COLLEGE

By: Deborah A. Sanford
Its: Dean, Administrative Services
Date: 12/14/95

YAKIMA VALLEY COMM. COLLEGE

By: Karen Judge
Its: Vice President for Admin Services
Date: 3/18/96

SPOKANE COMMUNITY COLLEGE

By: Tony Connors
Its: VP for Business
Date: 12/14/95

SPOKANE FALLS COMM. COLLEGE

By: Tony Connors
Its: VP for Business
Date: 12/14/95
BIG BEND COMMUNITY COLLEGE

William C. Bonaudi
By: William C. Bonaudi
Its: President
Date: March 18, 1996

WALLA WALLA COMM. COLLEGE

Beverly L. Brandt
Walla Walla
By: Beverly L. Brandt
Its: Vice President/Adm. Dir.
Date: 3/15/96

TACOMA COMMUNITY COLLEGE

Shane Conroy
By: Shane Conroy
Its: Vice President/Adm. Dir.
Date: 12/14/95

SOUTH PUGET SOUND COMM. COLLEGE

John M. Harvey
By: John M. Harvey
Its: Dean of Student Services
Date: 3/12/96

LAKE WASHINGTON TECH. COLLEGE

By: 
Its: President/Chief Exec.
Date: 12/14/95

COLUMBIA BASIN COLLEGE

By: 
Its: V.P. of Admin. Services
Date: 3/14/95

WHATCOM COMMUNITY COLLEGE

CLIFF BAACKE
By: Cliff Baacke
Its: Dean for Administrative Services
Date: 3/12/96

EDMONDS COMMUNITY COLLEGE

Renee Biever
By: Renee Biever
Its: Finance Officer
Date: 12/14/95

BELLEINGHAM TECHNICAL COLLEGE

Desmond McCardle
By: Desmond McCardle
Its: President
Date: 3/13/96

RENTON TECHNICAL COLLEGE

By: 
Its: V.P. Finance & Admin.
Date: 12/14/95
BATES TECHNICAL COLLEGE

By: [Signature]
Its: V.P. Business & Finance
Date: 2/26/96

CLOVER PARK TECHNICAL COLLEGE

By: [Signature]
Its: V.P. Administration
Date: 12/14/95

CASCADIA COMMUNITY COLLEGE

By: [Signature]
Its: President
Date: 2/29/96

APPROVED AS TO FORM:

[Signature]
Assistant Attorney General
Date 3/29/96