



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

I.

GOODBUY PURCHASING COOPERATIVE

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land survey, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded vendor contract.

II.

MEMBERSHIP

Program Members. Program Members (“Members”) must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities. To become a Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a resolution approved by the Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.

Non-governmental Members. In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy to demonstrate each such non-governmental entity is eligible to become a Member under applicable law.

Membership Term. This Agreement shall be for one fiscal year of Region 2 ESC, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Member’s governing body and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing and approved by the Region 2 ESC Board of Directors. There is no fee for membership.

Termination of Membership. Either the Member or Region 2 ESC may elect not to renew this Agreement by sixty (60) days advance written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated at any time by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Member terminates its



participation during the term of this Agreement or if the Region 2 ESC terminates participation of the Member under any provision of this Article, the Member shall bear the full financial responsibility for any purchases by the Member occurring after the termination date.

i. Services Provided by GoodBuy:

GoodBuy shall:

- Provide the organization and administrative structure of the Program, including all staff necessary for the efficient operation of the Program;
- Solicit requests from Members for adding categories/commodities and relevant specifications and quantity demands for goods and services that could be included in the GoodBuy Program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy Program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy Program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Make all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to GoodBuy shall be made by First Class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually confirmed by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net. Any written notice to Member must be made by First Class mail postage prepaid, or by email sent and actually confirmed as received by the Member, to one or both of the Member's designated representatives and sent to an address designated by Member in this Agreement.

ii. Member Obligations:

- Each Member warrants that all Member payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the Member.
- Each Member agrees to prepare purchase orders or provide other documentation issued to the appropriate Member from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it,



as may be required by Member policy and procedures; provide a copy of each such purchase order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Member;

- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.
- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Member has rejected goods or services delivered to the Member by any awarded Vendor or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded Vendor to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Member by the Board of Directors of Region 2 ESC that each prospective Member shall designate the person or persons who have express authority to represent and bind the Member in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: _____

Program Member Designated GoodBuy representative(s):

Name: _____	Contact Information: _____
Title: _____	(Address) _____
Email: _____	City: _____
Telephone: _____	State: _____
Facsimile: _____	

Name: _____	Contact Information: _____
Title: _____	(Address) _____
Email: _____	City: _____
Telephone: _____	State: _____
Facsimile: _____	

- The Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

III. GENERAL TERMS AND CONDITIONS

Governing Law and Venue. The Member and GoodBuy agree that this Agreement is governed by the law of the State



of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.

Cooperation and Access. The Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Member. GoodBuy reserves the right to audit the relevant purchasing records of any Member, and vice-versa.

Defense and Prosecution of Claims. The Region 2 ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.

Legal Counsel. The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.

Purchase Contracts. The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy Program.

No Warranty. The Region 2 ESC and GoodBuy do not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.

1. It is the responsibility of the Member purchasing from GoodBuy vendors to ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement laws, rules, and regulations.

Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.

Compliance with Procurement Laws, Rules, and Regulations. GoodBuy shall use its best efforts to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Member.

This Agreement contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives, or agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.



THE REGION 2 ESC GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ESC REGION 2 GOODBUY'S ENDORSERS AND SERVICING CONTRACTORS DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Member electing to participate in the Program.

Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Members:

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Printed name

Email: _____ Telephone: _____

Facsimile: _____

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)