

239-16



Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

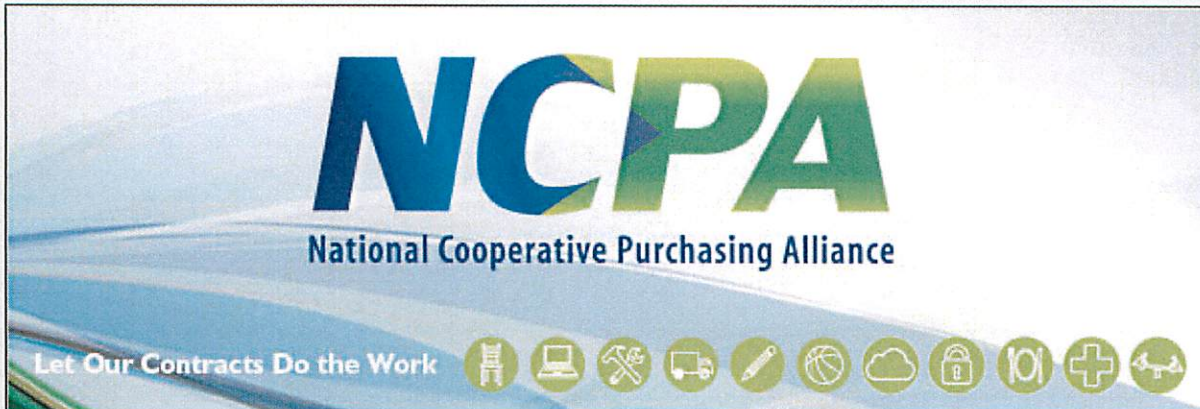
1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Executed online by the City of Richland 10/21/2016

Robinson, Cathy

From: noreply@ncpa.us
Sent: Friday, October 21, 2016 3:09 PM
To: Purchasing



Dear Cathy Robinson,

Thank you for registering with NCPA! As a new participant we would like to introduce you to our service offerings.

As a registrant of NCPA, you will have access to all of our national cooperative contracts. Our contracts are thoroughly evaluated, then awarded to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state-of-the-art procurement resources and solutions that result in contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

All NCPA contracts have been competitively solicited by a lead public agency. Each solicitation contains language that allows the contract to be used by other government agencies. State statutes allow one government agency to purchase from contracts competitively solicited by another government agency.

To view the available contracts and the awarded vendors, which are now available to you as an NCPA participant, please visit our website at www.ncpa.us/Vendors. On our website you will also find corresponding due diligence documentation and supporting information on all of our vendors. For your records, a copy of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) can be downloaded [here](#). We encourage you to treat our contracts as an extension of your own, as they are available for your immediate usage. There are no costs or obligations for your organization to participate with us. Registration is free and there are no volume minimums on purchases made through our contracts. Billing is executed directly from the servicing vendor, which is no different than if your agency were using your own contracts.

Communication with you and your organization is important to us, and our goal is to keep you informed of new solicitations and contract awards when finalized. To stay engaged with NCPA you can follow us on [Twitter](#), like us on [Facebook](#), or connect with us on [LinkedIn](#). And, of course, we are always available to answer any questions via e-mail or

phone.

We're excited that you're now a part of NCPA and we look forward to working with you! Please continue to share your feedback on our contracts and NCPA's service offerings. Click here to return to the [NCPA Home Page](#).

Best regards,

Jonathan Applegate
Director, Operations
info@ncpa.us

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