

STATE OF MICHIGAN

Contract Number 190000000268

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the State of Michigan and eligible participating entities ("Participating Agencies" or singular "Participating Agency", that are members of National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba FireRescue GPO, and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), or non-member governmental bodies/agencies or qualified non-profit entities that are legally eligible to participate in cooperative purchasing, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies are referred to as "parties".

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into a Master Agreement with a Vendor to provide goods and services;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which Participating Agencies may reciprocally utilize the competitively solicited Master Agreement awarded by the Lead Contracting Agency;

WHEREAS, the Master Agreement provides that Participating Agencies may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services contemplated in the Master Agreement; and

WHEREAS, the Participating Agency desires to contract with the Vendor under the terms of the Master Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement will be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements. This Agreement in no way is an endorsement, opinion or agreement by the Leading Contracting Agency that the Participating Agency is eligible or legally allowed to participate.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Agreement awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party will not be liable in any fashion for any violation of law or contract by a procuring party.

- c. The procuring party will not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Agreement.
- d. The exercise of any rights or remedies by the procuring party will be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to the Vendor for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party will be the exclusive and sole obligation of such procuring party. Disputes between procuring party and Vendor will be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement will take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" by the State of Michigan or the "Participating Agency Endorsement and Authorization" by the Participating Agency, as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement will remain in effect until terminated by a party giving 30 days written notice to the "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

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

ARTICLE 8: CHANGES AND AMENDMENTS

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

ARTICLE 9: SEVERABILITY

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


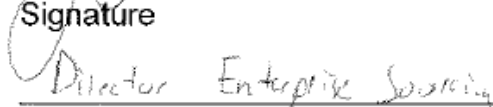
THIS INSTRUMENT HAS BEEN SIGNED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE SIGNED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the State of Michigan ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Agreement and purchase of goods and services that from time to time are made available by the State of Michigan to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Agreement and any amendments thereto made available by the State of Michigan will be provided to NPPGov to provide to the Participating Agencies to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the State of Michigan and is duly authorized to sign this Lead Agency Endorsement and Authorization.

 _____ Signature	2-12-19 _____ Date
 _____ Title	

State of Michigan Contact Information:

Name:	Jared Ambrosier
Address:	PO Box 30026, Lansing, MI 48909
Telephone No.:	517-243-6238
E-Mail Address:	AmbrosierJ@michigan.gov

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____
("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Agreement and the purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov will be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor will deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____
and is duly authorized to sign this Participating Agency Endorsement and Authorization.

Signature

Date

Title

Participating Agency Contact Information:

Name:	
Address:	
Telephone No.:	
E-Mail Address:	