

Valerie Bonner

From: Wilson, Lauri A. (GA) [LWilson@GA.WA.GOV]
Sent: Monday, November 30, 2009 4:19 PM
To: Valerie Bonner
Subject: New 2010/2011 Washington State Cooperative Agreement (ILA)

State of Washington
 DEPARTMENT OF GENERAL ADMINISTRATION
 Office of State Procurement

*Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • 360-902-7400
<http://www.ga.wa.gov>*

DATE: Nov 6, 2009
TO: State Purchasing Cooperative Members
FROM: Lauri Wilson, State Purchasing Cooperative Manager
SUBJECT: 2010/11 Membership

Thank you for being a valuable member of the State Purchasing Cooperative Program. The current membership expires on December 31, 2009, so we hope you choose to renew your membership.

We will continue to require a two-year membership when you join the state purchasing cooperative program. This allows us to maintain the current fees, which haven't gone up since 1995. This time around we have simplified the process of determining your participation fee. We have included it in the attached inter-local agreement (ILA).

To determine your participation fee, we used publicly reported information from the following sources: Office of Superintendent of Public Instruction (OSPI) for school districts, State Auditor's Office (SAO) for those audited by the SAO, or audited financial reports for non-profit organizations. This is the same data and sources that we've used in the past. The difference is that you don't have to determine your fee; we've done it for you.

The ILA is your invoice if you desire to pay it in full. Or the Office of State Procurement (OSP) will issue **quarterly invoices** for remittance due and payable within 30 days of receipt or due date shown on invoice whichever is sooner. Please complete the ILA and return two copies with **original signatures**, by December 31, 2009 to:

State of Washington
 OSP PAF-Non/Prof Fund: 422 04 20 000214
 Room 303 General Administration Bldg.
 P.O. Box 41008
 Olympia, WA 98504-1008

If you are a non-profit entity, please also include:

- 1) Documentation of recent public funding
- 2) Your 501(c)3 IRS approval

One original ILA will be returned to you once approved and signed by the Department.

If you do not want to participate in the 2010/2011 membership term, your organization **must not** use any contracts after December 31, 2009 or your organization is responsible for the entire two-year fee.

It has never been a better time to be a purchasing cooperative member. By utilizing the provided contracts you will get substantial savings on goods and services and save time on the purchasing process, so you can focus on your other work.

Government members have access to more than 300 contracts. Non-profit members have access to more than 190 contracts. The state purchasing cooperative program has more than 650 members.

For more information about the two-year membership fee, contact Lauri Wilson at 360-902-7415 or lauri.wilson@ga.wa.gov

For more information about the state purchasing cooperative program, go to: <http://www.ga.wa.gov/PCA/spc.htm>



State of Washington
 DEPARTMENT OF GENERAL ADMINISTRATION
 Office of State Procurement
 Rm. 201 General Administration Building, P.O. Box 41017
 Olympia, Washington 98504-1017
 (360) 902-7400 <http://www.ga.wa.gov>

**STATE OF WASHINGTON
 INTERGOVERNMENTAL
 AGREEMENT FOR
 STATE PURCHASING COOPERATIVE**

Pursuant to Chapter 43.19 RCW, Chapter 39.34 RCW and WAC 236-49-060, the State of Washington, Department of General Administration, Office of State Procurement, ("Office of State Procurement" or "OSP"), and LAKEWOOD CITY OF ("Cooperative Member") agree to enter into this Intergovernmental Agreement ("Agreement"), for the purpose of the Cooperative Member participating in the State Purchasing Cooperative Program ("Cooperative") under the following terms and conditions:

- 1) Washington State political subdivisions (e.g. local governments and school districts) and public benefit nonprofit corporations are eligible for membership in the Cooperative and must be subject to audit by Washington State Auditor's Office (SAO). Offices, departments, divisions, or other sub-units ("subdivisions") within Washington State political subdivisions and public benefit nonprofit corporations may join the Cooperative. However, the subdivision's membership fee will be assessed at the rate of the associated Washington State political subdivision or public benefit nonprofit corporations. Washington state agencies and their subdivisions are automatically Cooperative Members and do not need to apply for membership or pay a membership fee.
- 2) The Office of State Procurement is required to recover the costs of administering the State Purchasing Cooperative Program from Cooperative Members. The Membership Fee Schedule below sets forth the fee structure for Cooperative Members, which are not Washington State agencies. The Membership Fee Schedule is based on the Cooperative Member's total expenditures, less debt service and inter-fund transfers, as reported in the Cooperative Member's last audited financial statement.
- 3) The term of this Agreement and Cooperative membership is January 1, 2010 through December 31, 2011. This Agreement may be canceled in writing by either party. However, if the Cooperative Member has used state contracts during the current membership period; the Cooperative Member remains liable to pay any unpaid balance of the membership fee for the entire term. Fees are not based on the level of contract usage. Refunds will not be given to members due to lack of contract usage.
- 4) The Office of the Superintendent of Public Instruction (OSPI) financial reporting information will be used to verify fee amounts for public school districts, and Educational Service Districts. (ESD's).
- 5) Any Cooperative Member not reported in the OSPI or State Auditor's financial reporting information, must submit a copy of its most recent audited financial statements to OSP upon request. When a Cooperative Member does not have audited financial statements, the Cooperative Member shall provide internal budgets or financial statements. Once membership fees are verified through such authoritative sources, OSP will issue **quarterly invoices** for remittance due and payable within 30 days of receipt or due date shown on invoice whichever is sooner. After initial verification and at the beginning of each calendar quarter thereafter, invoices will be sent via electronic mail to the contact listed below.
- 6) This executed Agreement entitles the Cooperative Member access to state contracts for goods and services as viewed on www.ga.wa.gov. Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has a signed a participating addendum (PA). Cooperative Members are not authorized to enter into separate WSCA participating addenda with vendors. Cooperative Members are also entitled to use Oregon Purchasing Contracts,

- 7) If a Washington State political subdivision or public benefit nonprofit corporation or a subdivision thereof that is not a current Cooperative Member is found to have used a state contract, WSCA contract, or Oregon Purchasing Contract; that Washington State political subdivision or public benefit nonprofit corporation shall be liable for payment of a full year membership fee. Failure to pay such fee may be reported to the State Auditor's Office and result in audit findings against the entity.
- 8) The Office of State Procurement, in contracting on behalf of the State of Washington for the purchase of goods and services according to the laws and regulations governing such purchases, agrees to also contract on behalf of the Cooperative Member, to the extent permitted by law. The Cooperative Member accepts responsibility for compliance with any additional laws and regulations applicable to the Cooperative Member.
- 9) The Office of State Procurement agrees to comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and will either: a) post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or b) provide an access link on the State of Washington's web portal to the notice.
- 10) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative Member, the Cooperative Member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on its credit assessment of the Cooperative Member. Purchases by the Cooperative Member may be made by a purchase order issued by the Cooperative Member to the contractor. The Cooperative Member is solely responsible for payment for any goods and services it purchases under contracts pursuant to this Agreement or services it purchases directly from OSP. The Cooperative Member agrees to be responsible for limited contract monitoring related to their use of these contracts.
- 11) The Cooperative Member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- 12) In the event that either the Office of the State Procurement or the Cooperative Member is abolished, this Agreement shall continue in operation as to any entity succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law.
- 13) The Cooperative Member agrees to use only those OSP, WSCA, or Oregon Purchasing contracts authorized under the terms of this Agreement and to comply with those contracts' terms and conditions. The Cooperative Member further agrees that all purchases from OSP, WSCA, or Oregon Purchasing contracts will be made only for the direct use of the Cooperative Member's programs and no purchases will be made on behalf of or for the use of other entities or jurisdictions.
- 14) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- 15) In accordance with RCW 39.34.040; the Cooperative Member shall be responsible for filing the executed copy of this Agreement with its county auditor's office, or filed in such manner as required by law, to meet public disclosure requirements. This may include listing on the Cooperative Member's internet site or any other electronically retrievable public source.
- 16) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative Member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.
- 17) PAYMENT and NOTICES: Payment shall be made to OSP at the address provided below. Further, any notice, demand or other communication required or permitted to be given under this Agreement shall be made to the parties at the addresses provided below. The Cooperative Member agrees to pay the membership fee as a part of this Agreement. Late payments may be subject to statutory interest and collection related costs. First time Cooperative Members joining after June 30th may have their fee prorated, if the member has not previously accessed state contracts. Pro-rated fees will be based on 6-month intervals, January – June, June – December.

Mail the signed Agreement and payment to: State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214, Room 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

Cooperative Member contact information:

Contact Person to whom contract documents and related communications are to be mailed or faxed.

Cooperative Member Agency Name: _____

Agency Federal TIN #: 91-1698185 **ORIGINAL**
 Contact Name: City of Lakewood
 Address: 6000 Main St SW
 City, St. Zip: Lakewood WA 98499
 Phone Number: 253 589 2489 Fax Number: 253 983 7895
 Email Address: _____
 Secondary Contact: Name: Val Bonner Email: vbanner@cityoflakewood.us

Two-Year Membership Fee Schedule

Note: Total expenditures listed below are minus of debt service and inter-fund transfers

Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee	Verified Fee Level
\$0.00	\$3,000,000	\$400	
\$3,000,001	\$7,500,000	\$1,000	
\$7,500,001	\$30,000,000	\$2,000	<input checked="" type="checkbox"/>
\$30,000,001	\$68,000,000	\$4,000	
\$68,000,001	\$90,000,000	\$6,000	
\$90,000,001	\$150,000,000	\$8,000	
\$150,000,001	and over	\$10,000	

completed

According to the most recent authoritative information; LAKEWOOD CITY OF, your annual operating expenditures were \$54096988 making your two-year fee \$4000.

The undersigned has read, understands and agrees to the terms and conditions of this Agreement, certifies that he/she is the Authorized Signatory for the Cooperative Member, and certifies under penalty of perjury under the laws of Washington State that the verified expenditure in the Membership Fee Schedule above is true and correct.

Cooperative Member Authorized Signature:
 Signature: [Signature] Date Signed: 12/1/2009
 Print Name: CHOI HALLABAY Title: ASST. CITY MGR.
 Address (if not the same as above): _____
 Phone Number(s): _____

FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)
 Approved as to form: AAG Date: 10/16/2009 (signature on file)

Your assigned Co-op member number is _____ Please provide this number to vendors when ordering from contracts or communicating with OSP.

OSP AUTHORIZED SIGNATURE
[Signature] Title: Coop Manager Date: 12/8/09
 Name _____ Title _____ Date _____ Verification Used: _____

public as required under the Washington State Public Records Act (RCW 42.56). The information contained in all correspondence with a government entity may be disclosable to third party requesters under the Public Records Act.