

TN 991-288

COF Contract No. 2016-0120

This Agreement is entered into between The Interlocal Purchasing System Program (TIPS) and the City of Franklin, Tennessee (TIPS Member Entity) on the 25 day of May, 2016, who mutually agree as follows:

Purpose:

This agreement, when executed by the parties, permits the member entity, when permitted under applicable purchasing cooperative statutes of the home jurisdiction of the member entity, to make lawful purchases through TIPS contracts under the same terms and conditions and proposed pricing as lawfully awarded by TIPS for the purposes of TIPS or its members. The purpose of the TIPS Program shall be to increase efficiency, effectiveness and to obtain substantial savings for participating school entities or public entities through cooperative purchasing.

Disclaimer:

Each Member entity is responsible for following their applicable state or federal procurement statutes when utilizing cooperative purchasing agreements, or joint power agreements with another state's public entities. In addition, the Member is responsible for ensuring the vendor complies with the terms and conditions of the contract and Members are solely responsible for dispute resolution with a non-performing vendor. TIPS will endeavor to provide assistance with vendor relations and compliance to the extent it is feasible.

Terms:

This Agreement (hereinafter the "Agreement") shall be effective immediately and shall remain effective unless either party terminates this Agreement by providing thirty (30) days written notice of the termination to the other party.

The Interlocal Purchasing System Program (TIPS) agrees to:

- 1) Provide for the organizational and administrative structure of the program.
- 2) Provide staff necessary for efficient operation of the program.
- 3) Provide marketing of the program to expand membership, number of vendor awarded contracts and categories.
- 4) Initiate and implement activities legally required under Texas law for competitive procurement and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
- 5) Provide members with procedures for ordering, delivery and billing.
- 6) Maintain filing system for all bidding procedure requirements.
- 7) Collect fees from vendors and/or other sources to legally compensate TIPS and by association, the lead governmental entity, Region VIII Education Service Center, as required by law, for the services provided to TIPS members.

The TIPS Member Entity agrees to:

- 1) Commitment to participate in the program by an authorized signature on membership forms.
- 2) Designation of primary contact and technology contact for entity.
- 3) Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
- 4) Prepare purchase orders issued to TIPS Awarded Vendor and provide the relevant purchase order information to TIPS according to TIPS procedures.
- 5) Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
- 6) Pay awarded vendors in a timely manner for all goods and services received.
- 7) Follow the terms and conditions of the awarded contracts.
- 8) Report to TIPS if awarded vendors fail to perform as contracted.

This Agreement, inclusive of its references, represents the entire, agreement between the Member and TIPS. No other agreements, verbal or otherwise, are valid unless agreed by the parties in writing or through electronic communication. Electronic communication may include registering with TIPS via the TIPS website and agreeing to terms and conditions through that registration process or updates thereto. This agreement may be modified from time to time, upon which the parties may agree to the changes in writing or by an electronic communication as described above.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

If any term(s) or provision(s) of this Agreement are 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.

The Parties to this Agreement expressly acknowledge and agree that all monies, if any, paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

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

Remedies:

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in

this agreement shall commit the TIPS or the Education Service Center Region VIII to an arbitration resolution of any disagreement under any circumstances.

Authority:

The Member Entity affirms that by submitting this agreement to TIPS, that the signatory is authorized signatory to act for and bind the entity he is registering at this time.

David Wayne Fitts
TIPS

By: _____

5/25/16

City of Franklin, Tennessee

Eric S. Stuckey
Eric S. Stuckey, City Administrator

5-25-2016

Date

Approved as to form by:

Kristen L. Corn
Kristen L. Corn, Assistant City Attorney