



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

19

2. Council Meeting Date:

October 22, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: September 29, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Management Services

5. SUBJECT: Approve Cooperative Purchasing Agreement

6. RECOMMENDATION: Request approve of a cooperative purchasing agreement between the City and The Cooperative Purchasing Network (TCPN).

7. HISTORICAL BACKGROUND/DISCUSSION: Per City code, the City may participate in, sponsor, conduct, or administer cooperative purchasing with other public agencies and with non-profit groups or organizations established by public entities for the purpose of cooperative purchasing, provided that competitive purchasing procedures are similar to those required in the City are employed. TCPN is a national purchasing co-op based in Texas.

8. EVALUATION PROCESS: Utilizing opportunities to purchase from vendors awarded contracts by the TCPN will provide the City the advantage of discounts due to volume purchasing, save bidding costs and expedites the purchasing process.

9. FINANCIAL IMPLICATIONS: N/A

10. PROPOSED MOTION: Move to approve a cooperative purchasing agreement between the City and TCPN, and that the Mayor be authorized to sign the Agreement.

Attachment: Copy of Agreement

APPROVALS

11. Requesting Department

Robert Combs, CPPB Purchasing and Materials Supervisor

Robert Combs

12. Department Head

Dennis Strachota, MS Director

Dennis Strachota

13. Procurement Officer

for Robert Descheemaker, CPPB Purchasing Supervisor

Robert Combs

14. City Manager

W. Mark Pentz

W. Mark Pentz

COOPERATIVE PURCHASING
MEMBERSHIP AGREEMENT

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPN's governing procurement statutes, rules and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreement, with in state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies 'as is", and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payment to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either part with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 25th day
of SEPTEMBER, 2009.

TCPN

By: *Rick Bell*
Title: CFO

CITY OF CHANDLER

By: _____
City Manager/Designee

ATTEST: (If Corporation)

Secretary

APPROVED AS TO FORM:

City Attorney *[Signature]*

ATTEST:

City Clerk

WITNESS: (If individual of Partnership)

[SEAL]