

COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

ITEM # 18-0191

PARTICIPATING ENTITY COOPERATIVE PURCHASING AGREEMENT FOR STATE AGENCIES AND/OR LOCAL PUBLIC BODIES

RECITALS:

Cooperative Educational Services (CES) is the administering agency of the *Restated and Amended Joint Powers Agreement to Establish an Educational Cooperative* (JPA). The parties to the JPA are public educational institutions in New Mexico, and the JPA is approved by the New Mexico Department of Finance and Administration (DFA). Board Policy is established by the Board of Directors whose members are party to the Joint Powers Agreement.

The JPA provides for cooperative procurement in accordance with the New Mexico Procurement Code. It also allows local public bodies and state agencies to take advantage of cooperative procurement through the JPA. While membership in the JPA is limited to public educational institutions, the Board Policy provides for non-member *Participating Entities* to use CES' programs.

The entity identified below now makes application to be a *Participating Entity* (PE) to the JPA in accordance with the terms and conditions of the CES Board Policy. Approval by the CES President finalizes this Cooperative Purchasing Agreement.

IN CONSIDERATION OF THE RECITALS AND FOR OTHER VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

I. Purpose The purpose of the Agreement is to establish a method by which participating entities may join together in cooperative multi-jurisdictional contracting and to ensure the commitment of each participating entity. Further, this Agreement shall provide an understanding of the contracting process, and the organization and operation of this purchasing cooperative.

II. Authorization The Agreement is entered into by the participating state agencies and/or local public bodies pursuant to their respective rules and regulations. Each state agency or local public body is authorized by the New Mexico Procurement Code (§13-1-135 NMSA 1978) to enter into cooperative purchasing agreements. Transactions made under this Cooperative Purchasing Agreement are subject to the New Mexico Procurement Code and CES Board Policy.

III. Method Cooperative contracting may occur when two or more members/entities agree to standardize construction, a product or service and combine their requirements in a single solicitation. Any PE with a desire to develop or use a cooperative contract will notify CES. All PE's will have an equal opportunity to use the awarded contracts. Participation in each cooperative contract is voluntary. Participation shall be promulgated by participation in the Cooperative Purchasing Program (CPP) or a signed purchase order to CES, identifying the awarded contract. CES will verify contract conditions and issue a purchase order to the vendor who fulfills the order directly to Participating Entity. Vendor then invoices CES, who invoices PE. Payment is made within 25 days of invoice by the PE to CES, who pays the vendor. CES enables certain vendors to provide online procurement where PE places an order online and then pays the vendor directly. PE understands that there may be instances where the vendor does not have the capacity to fulfill a PE's request for goods or services. PE also understands and agrees that CES only procures goods and services and facilitates transactions and is not a guarantor of or otherwise responsible for a vendor's performance. PE may take part in cooperative contracts by collaborating in the development of contract documents, solicitation of bids and proposals, bid evaluation and analysis, and contract award. Any claim by a vendor against CES resulting from the cooperative contracting process must be dealt with according to the Procurement Code and CES Board Policy, and will not be negotiated, arbitrated or settled by any of the PEs. Commodities, services or items for cooperative solicitation will be selected by CES. At a minimum, the items and services must be such that: 1. when contracted in volume, a reduced cost will occur; 2. they be in constant need by members; 3. they have a supplier base to provide adequate competition; and 4. cooperative contracting has been determined practicable, acceptable and economically feasible by CES.

IV. Administrative Fee

There is no application fee for the entity; there is no annual membership fee for the entity; there is a 1% administrative fee imbedded in the vendors' contract price.

V. Termination

This Cooperative Purchasing Agreement may be terminated at will by either party with 30 days written notice.

VI. Release and Indemnification

PE understands and agrees that CES is not responsible for any actions of CES contractors. PE releases CES from any and all claims, demands, suits, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses incurred by PE, its successors and assigns, including, but not limited to, any loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence of, any CES contractor, its employees, agents, representatives, or subcontractors, its employees, agents, or representatives, in connection with or incident to the performance of this agreement ("Claims"), ~~and PE shall indemnify and hold CES harmless, as permissible by law, from all costs, expenses, damages and attorney's fees in the event such Claims are brought against CES.~~ PE's release and obligations under this section will not extend to any liability to the extent caused by the negligence of CES, its agents, employees and Members.



VII. Provisions Required by Law

Each and every provision of laws and any clause required by law to be in the Agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement will be physically amended to make such correction or insertion.

ENTITY APPLICATION

This application is made as stated below:

City of Santa Fe

(Insert name of Entity applying to be a Participating Entity)

This application is made by the following individual with the approval of the entity's administration and governing authority.

see attached

(Print name of person making this application)

(Print title of person making application)

(Signature of person making this application)

(Date application is made)

CES APPROVAL

This application is approved by the President of CES on behalf of the parties to the JPA.

see attached

(Signature of CES President)

(Date application is approved)

PE # _____

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CES APPROVAL

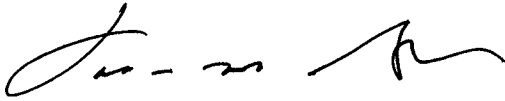
This application is approved by the President of CES on behalf of the parties to the JPA.

Rick M. Carpenter
(Signature of CES President)

5-15-18
(Date application is approved)

PE # _____

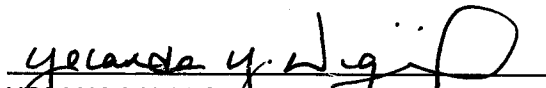
CITY OF SANTA FE:




JAVIER M. GONZALES, MAYOR

DATE: 3/7/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 2/20/18

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY 2/14

APPROVED:


ADAM K. JOHNSON, FINANCE DIRECTOR 3.12.18

Business Unit/Line Item:

PARTICIPATING ENTITY INFORMATION SHEET

INSTITUTION NAME: CITY OF SANTA FE

ENTITY CONTACT:

Name: ALAN M. Webber
(Please Print)

Job Title: Mayor

Mailing Address: 200 Lincoln Ave, PO Box 909

City/State/Zip: Santa Fe, NM 87504-0909

Telephone: 505-955-6590 Fax: _____

Email Address: amwebber@ci.santa-fe.nm.us

Website Address: santafenm.gov

Shipping Address: 200 Lincoln Ave

City/State/Zip: Santa Fe, NM 87504

PURCHASING CONTACT:

Name: Shirley Rodriguez
(Please Print)

Job Title: Interim Procurement officer

Telephone: 505-955-5711 Fax: _____

Email Address: sarodriguez@ci.santa-fe.nm.us

ACCOUNTS PAYABLE CONTACT:

Name: Amy Martinez-Duran
(Please Print)

Job Title: Accounts Payable Supervisor

Telephone: 505-955-6132 Fax: _____

Email Address: almartinez-duranc@ci.santa-fe.nm.us

ENTITY MANAGER:

Name: Erik J. Litzenberg
(Please Print)
Job Title: Interim City Manager
Telephone: (505) 955-6848 Fax: —
Email Address: e.litzenberg@ci.santa-fe.nm.us

PARKS & RECREATION CONTACT:

Name: Chris Sanchez
(Please Print)
Job Title: Department Director - Parks and Recreation
Telephone: 505-955-2142 Fax: —
Email Address: rpcarter@ci.santa-fe.nm.us

HUMAN RESOURCES CONTACT:

Name: Gary Bartlett
(Please Print)
Job Title: Interim Human Resources Director
Telephone: 505-955-6598 Fax: —
Email Address: grbartlett@ci.santa-fe.nm.us

CLERK CONTACT:

Name: Yolanda Vigil
(Please Print)
Job Title: City Clerk
Telephone: 505-955-6521 Fax: —
Email Address: yvigil@ci.santa-fe.nm.us

INFORMATION TECHNOLOGY CONTACT:

Name: Joshua Elicio
(Please Print)
Job Title: Interim IT Director
Telephone: 505-955-5574 Fax: _____
Email Address: juelicio@ci.santa-fe.nm.us

TRANSPORTATION CONTACT:

Name: Keith Wilson
(Please Print)
Job Title: MPO Senior Planner / Transit Division Manager
Telephone: 505-955-6706 Fax: _____
Email Address: kpwilson@ci.santa-fe.nm.us

FINANCE CONTACT:

Name: Kerr DeYoung
(Please Print)
Job Title: Interim Finance Director
Telephone: 505-955-6172 Fax: _____
Email Address: kddayoung@ci.santa-fe.nm.us

PUBLIC WORKS CONTACT:

Name: John Romero
(Please Print)
Job Title: Interim Public Works Director
Telephone: 505-955-6438 Fax: _____
Email Address: jromero1@ci.santa-fe.nm.us