

WIPHE

WA. INSTITUTIONS OF PUBLIC HIGHER EDUCATION



WASHINGTON STATE BOARD FOR
COMMUNITY & TECHNICAL
COLLEGES

ROSEMARY GORANSSON
PURCHASING OFFICER

BELLEVUE COMMUNITY COLLEGE

June 5, 1996

COPY

MEMORANDUM

Ref.: 96-32-38

TO: Business Officers
FROM: Vallie Jo Fry *Vallie Jo Fry*
SUBJECT: Interlocal Purchasing Agreement

96 JUN 10 11:51
PURCHASING
BCC

Attached is a copy of the Interlocal Agreement which authorizes the sharing of purchasing information and contracts for goods and services among public institutions of higher education in the state of Washington. The contract has been duly signed by all of the colleges and the attorney general and was filed with the Whitman County Auditor on April 18, 1996.

Also attached is a copy of the Bid Solicitation Guidelines (operating procedures) adopted by the purchasing officers. They are not part of the filed agreement but intended as a guide for colleges participating within the agreement. They can be changed by the collective college purchasing officers without revisiting the agreement itself.

A very belated "thank you" to the purchasing officers who participated in the retreat where the agreement was developed and to their institutions for supporting the effort and to Judith Harris, PAC Chair, from Olympic College. Participants from our colleges included Bruce Porter (Pierce College), June Cobean (Clark College), Christy Cox (Bellingham Technical College), and Chuck Spaulding (Everett Community College).

At the present time, I am forwarding participation inquiries from the four-year institutions to Bruce Porter at Pierce for distribution to all colleges. I would be very happy to refer any requests from the community and technical colleges to the four-year folks. My e-mail address is Fry_Vallie/SBCTC@ctc.edu if you don't already have it.

If you have questions about the agreement or the process, please call me at (360) 753-2644 or send e-mail.

c: Purchasing Officers

FILED FOR RECORD
REQUEST OF Attorney General
State of WA

MICRO FILM NO 584582

APR 18 1996

Contract # _____

8:00 AM
EL GOLDSWORTHY, COUNTY AUDITOR
WHITMAN COUNTY, WASH
DEPUTY *A. Quinn* *Sublet*

INTERLOCAL AGREEMENT

An Agreement Authorizing
Sharing of Information and Contracts for Goods and Services among Institutions of Higher
Education in the State of Washington including
State Community and Technical Colleges

THIS AGREEMENT is among the public institutions of higher education of the State of Washington, including Washington State University, The University of Washington, Eastern Washington University, Central Washington University, Western Washington University, The Evergreen State College, and the State Board of Community and Technical Colleges on behalf of the individual community and technical colleges which are all agencies of the State of Washington, hereinafter referred to as "HIGHER EDUCATION".

RECITALS

1. This AGREEMENT is entered into pursuant to chapter 39.34 RCW, The Interlocal Cooperation Act.
2. The institutions of higher education purchase similar goods and services.
3. HIGHER EDUCATION views the proposed arrangement as an efficient use of their purchasing resources.

NOW THEREFORE, it is agreed as follows:

PURPOSE

HIGHER EDUCATION intends to share and cooperate in preparing specifications, sourcing, competitive bidding, and negotiating specific terms for goods or services that are required by the institutions.

DURATION

This AGREEMENT will be effective with the authorized signature of the participating institution. Any member of the group identified as HIGHER EDUCATION may discontinue this affiliation with a written notice to all other members of the group. By mutual agreement of all participating institutions, this AGREEMENT may be terminated.

RECEIVED

MAY 1 1996

FINANCING

There will be no billable costs among participating institutions.

SCOPE

An authorized procurement agent of any of the participating institutions will prepare specifications based on the needs of each participating institution. The institution for which that agent works will be known as "the lead institution". That agent will comply with Washington state laws and regulations for competitive solicitations on the specified goods or services. The agent will enter a contract with a vendor or vendors to provide necessary goods and services. The contract will specify that all other participating institutions may issue purchase orders based on the terms of this AGREEMENT. The contract will not be a purchase order for the good or service. Each institution will issue independent purchase orders based on their individual authorities to purchase and their specific terms and conditions.

ADMINISTRATION

No new or separate legal or administrative entity is created to administer this AGREEMENT.

The Interinstitutional Purchasing Officers (IPOC) of the participating institutions and the Purchasing Affairs Committee of the Community and Technical Colleges (PAC) shall manage this AGREEMENT. The executive officers of IPOC and PAC shall bring matters of concern and changes to this AGREEMENT to the attention of the IPOC.

The business officers of each member institution will be regularly appraised of the progress and success of this AGREEMENT by his or her lead purchasing officer. Business officers have the authority to withdraw from or propose changes to this AGREEMENT.

Specific supplemental contracts related to the scope of this AGREEMENT may be entered into by any member of HIGHER EDUCATION without changing the relationships within this AGREEMENT.

All official notices relating to this AGREEMENT or any supplemental contract will be delivered to the chief purchasing officer of each institution.

INDEMNIFICATION

Each member institution agrees to hold harmless all other member institutions including the Lead institution from all claims, suits, and/or actions arising from each institutions respective negligent act or omission. Each party shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of itself and its officers, employees and agents.

Each institution that purchases items from a Lead institution's contract shall have the duty and responsibility to enforce and defend its own rights and responsibilities against the vendor.

Where multiple member institutions are similarly situated with respect to performance problems they may, but shall not be required to, cooperate in resolving the problem.

FILING

Copies of this AGREEMENT shall be filed with the Whitman County Auditor and the Secretary of State prior to its entry into force. The contract shall be effective upon execution by the parties and accomplishment of all filing requirements as provided herein.

Interlocal Agreement for Purchasing - Page 4

UNIVERSITY OF WASHINGTON

John R. Pettit
By: John R. Pettit
Its: Acting Executive Vice President
Date: _____

WASHINGTON STATE UNIVERSITY

Sallie A. Giffen
By: Sallie A. Giffen
Its: Vice President for Business Affairs
Date: 1/24/96

CENTRAL WASHINGTON UNIVERSITY

Courtney S. Jones
By: Courtney S. Jones
Its: _____
Date: _____

EASTERN WASHINGTON UNIVERSITY

Michael S. Stewart
By: Michael S. Stewart
Its: _____
Date: _____

THE EVERGREEN STATE COLLEGE

Nancy McKinney and Steve Trotter
By: Nancy McKinney and Steve Trotter
Its: Interim Associate Vice Presidents
Date: For Finance & Administration

WESTERN WASHINGTON UNIVERSITY

George A. Pierce
By: George A. Pierce
Its: _____
Date: _____

STATE BOARD FOR COMMUNITY
AND TECHNICAL COLLEGES

Earl Hale
By: Earl Hale
Its: Director
Date: 1-24-96

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PENINSULA COLLEGE

By: Joan M. Ethier
Its: Vice President for Adm. Services
Date: 12/14/95

GRAYS HARBOR COLLEGE

By: DALE A. JOHNSON
Its: VP Admin. Services
Date: 12/14/95

OLYMPIC COLLEGE

By: Michael Connolly
Its: Dean of Business Services
Date: 12/14/95

SKAGIT VALLEY COLLEGE

By: THOMAS W HARKER
Its: VP BUSINESS + ADMINISTRATIVE SERVICES
Date: 12/14/95

EVERETT COMMUNITY COLLEGE

By: Juan Carroll
Its: President
Date: 3/12/96

SEATTLE CENTRAL COMM COLLEGE District

By: JAMES P ST. GERMAIN
Its: VICE CHANCELLOR BUSINESS + FINANCE
Date: 12/14/95

NORTH SEATTLE COMM. COLLEGE

By: X
Its: X
Date: X

SOUTH SEATTLE COMM. COLLEGE

By: X
Its: X
Date: X

SHORELINE COMMUNITY COLLEGE

By: Keith E. LaBelle
Its: V.P. for BUS.
Date: 3-15-96

BELLEVUE COMMUNITY COLLEGE

By: DONALD NOBLE
Its: V.P. ADMIN SERVICES
Date: 12/17/95

HIGHLINE COMMUNITY COLLEGE

Laura Saunders
By: Laura Saunders
Its: VP Administration
Date: Dec 14 1995

GREEN RIVER COMMUNITY COLLEGE

R. B. Brunfield
By: RICK BRUNFIELD
Its: V.P. for Bus. Affairs
Date: 12/14/95

PIERCE COLLEGE

Wen Spence
By: Wen Spence
Its: Exec. Dean Admin. Svcs
Date: 3/11/96

CENTRALIA COLLEGE

John A. Baird
By: John A. Baird
Its: Dean of Administration
Date: 12/14/95

LOWER COLUMBIA COLLEGE

Hilmar H. Kuebel
By: HILMAR H. KUEBEL
Its: DEAN FOR ADMIN & FINANCE
Date: 12/14/95

CLARK COLLEGE

Anthony D. Birch
By: ANTHONY D. BIRCH
Its: DEAN ADMINISTRATIVE SERVICES
Date: 12/14/95

WENATCHEE VALLEY COLLEGE

Deborah A. Sanford
By: DEBORAH A. SANFORD
Its: DEAN ADMINISTRATIVE SERVICES
Date: Feb. 14 1995

YAKIMA VALLEY COMM. COLLEGE

Karen Judge
By: Karen Judge
Its: VICE PRESIDENT FOR ADMIN. SERVICES
Date: 3/8/96

SPOKANE COMMUNITY COLLEGE

Tray Conrad
By: TRAY CONRAD
Its: VP FOR BUSINESS
Date: 12/14/95

SPOKANE FALLS COMM. COLLEGE

Tray Conrad
By: TRAY CONRAD
Its: VP FOR BUSINESS
Date: 12/14/95

BIG BEND COMMUNITY COLLEGE

William C. Bonaudi

By: William C. Bonaudi
Its: President
Date: March 18, 1996

COLUMBIA BASIN COLLEGE

By: [Signature]
Its: S.P. of Admin. Services
Date: 12/14/95

WALLA WALLA COMM. COLLEGE

Beverly Jo BRANDT

By: Beverly Jo Brandt
Its: Sibs. Rngv.
Date: 3/25/96

WHATCOM COMMUNITY COLLEGE

CLIFF BAACKE

By: [Signature]
Its: Dean for Administrative Services
Date: 3/6/96

TACOMA COMMUNITY COLLEGE

SHANE CONWAY

By: Shane Conway
Its: Vice President of Adm. Serv.
Date: 12-14-95

EDMONDS COMMUNITY COLLEGE

Robert L. Botley

By: [Signature]
Its: Special V.P. - Finance & Adm.
Date: 12/14/95

SOUTH PUGET SOUND COMM. COLLEGE

JOHN A. HARLEY

By: [Signature]
Its: DEAN OF ADMIN. SERVICES
Date: 3/17/96

BELLINGHAM TECHNICAL COLLEGE

DESMOND MCARDLE

By: Desmond McArdle
Its: PRESIDENT
Date: 3/13/96

LAKE WASHINGTON TECH. COLLEGE

By: [Signature]
Its: Vice President Admin. Serv.
Date: 12-14-95

RENTON TECHNICAL COLLEGE

Chuck DeMoss

By: [Signature]
Its: V.P. Finance & Admin.
Date: 12-14-95

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BATES TECHNICAL COLLEGE

By: [Signature]
Its: V.P. Business & Finance
Date: 2/26/96

CLOVER PARK TECHNICAL COLLEGE

By: [Signature]
Its: V.P. Auxiliary Services
Date: 12-14-95

CASCADIA COMMUNITY COLLEGE

By: [Signature]
Its: President
Date: 2/29/96

APPROVED AS TO FORM:

[Signature]
Assistant Attorney General
Date 3/29/96

WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE)

ADOPTED BID SOLICITATION GUIDELINES

I. Preamble

These Guidelines have been established by the Purchasing Officers of the Washington Institutions of Public Higher Education, hereafter referred to as the WIPHE, for the purpose of implementing the WIPHE Interlocal Agreement for Cooperative Purchasing. The following terms are used in these Guidelines:

1. **WIPHE:** Washington Institutions of Public Higher Education, who are signatories to the Interlocal Agreement for Cooperative Purchasing.
2. **Lead Institution:** The WIPHE member that has volunteered to conduct the solicitation/negotiation process on behalf of the WIPHE members.
3. **Committed Participants:** Those WIPHE members who respond affirmatively to the Lead Institution's request for participation, and whose estimated purchase volume will be included in the solicitation/negotiation documents.
4. **Potential Participants:** All other WIPHE member institutions who are not Committed Participants. Potential Participants may choose to use any contract awarded, provided the contractor will accept their participation.

II. Pre-Bid Procedures

1. The greatest efficiencies can be achieved by first identifying, assigning, and scheduling solicitations for commonly used supply items. The initial list is appended and solicitations preparation will begin immediately after assignment.
2. Information regarding participation will be obtained through E-Mail primarily, but may at times take other forms of communication.
3. The Lead Institution will determine the individual solicitation schedule for gathering participation information.
4. All cooperative solicitations will acknowledge the WIPHE Inter-local Cooperation Agreement and the included participants in that agreement.

5. All solicitations shall identify "committed participants" and "potential participants"
6. No language shall be used which makes purchase mandatory for any participant unless specifically agreed to beforehand by that participant.
7. For Term Supply and /or Service Contracts:
 - A. The Lead Institution will communicate:
 - i. Draft product specifications
 - ii. The Lead Institution's estimated quantity
 - iii. Special requirements of the Lead Institution
 - iv. Bid schedule
 - v. Required responses of bidders
 - B. The following minimum information will be provided by committed participants:
 - i. Estimated quantities and units of purchase
 - ii. Suggested vendors as well as any known vendor problems. Suggested vendors should include name, phone, fax, and address
 - iii. Related products appropriate to scope
 - iv. Any special requirements unique to a participating member. Such needs might include: Need to review samples or demos; special training needs; unique delivery situations; Need to involve their own clients
 - v. Any unique expertise that may be available from their institution, e.g., to help evaluate bid responses
 - vi. Individual member contact person responsible for the information
 - vii. Commentary on draft specifications

8. For One Each Agreements:
 - A. The Lead Institution may provide the following information:
 - i. Product description, quantity and response date.
 - B. WIPHE member institutions will respond with any interest and appropriate information within the time provided.
9. Common solicitation language and format will be used, where appropriate, for such items as scope (attached for reference), advertising, requested responses, and evaluation. FOB Origin and Destination will both be requested in the solicitation.
10. Where appropriate, solicitation will permit regional or local considerations or conditioned responses from bidders.

III. Bid Process

Standardizing Form of Solicitation:

The Lead institution (LI) will create bid solicitations using its usual and customary format. Attached to the bid will be the list of committed participants (CP) noting delivery information and any special terms and conditions required by individual CP; a separate list of the other members of WIPHE, the potential participants (PP), will also be attached.

Advertising Bids:

The LI will be responsible for advertising group solicitations. At a minimum, all bids will be advertised for one day in the *Seattle Daily Journal*, *The Portland Daily Journal of Commerce* and any other regional newspapers as applicable. A reference to the WIPHE Interlocal Cooperation Agreement will appear in all such advertisements. The CP will follow a standardized advertisement format for group solicitations.

Display of Bids:

Each CP will receive a display copy of the bid solicitation, including the attachments and list of bidders. All vendors requesting a copy of the bid will be referred to the LI. The LI will maintain a record of all vendors who have received bid documents and be responsible for distribution of addenda.

A fax-on-demand system for bid distribution is envisioned, but for the present, LI will use its current method of bid distribution.

Addenda:

During the bid process, all questions about the bid are to be directed to the LI, and the LI will use its judgment as to when written addenda are necessary for the bid. If an addendum is for "housekeeping" matters such as correction of conflicting dates, then the LI will issue the addendum. If the addendum covers more substantive issues, then the LI will seek a review from the CPs before issuing the addendum. The LI will distribute copies of each addendum to the CPs.

IV. Bid Solicitations

Principle assumption:

Bids will be awarded to the **LOW RESPONSIVE AND RESPONSIBLE BIDDER**. After determining that bidders meet the stated requirements and specifications (which may require some evaluation and participation by other institutions), an award will be made based on the bid pricing offered by the suppliers (i.e. we will **AVOID** using an RFP-type evaluation model where other factors such as degree of technical qualification or service record are weighted and scored for combining with prices.)

Conducting bid evaluations:

Unless the bid specifications called for sample products for testing or demonstrations, the LI will proceed to review the bids received for compliance with the bid requirements.

- ▶ If product testing, demos or other such evaluations are needed, the LI will first determine if any bidders are not responsive on paper, then notify the CP as to which bidders will be evaluated. The LI will notify such bidders of the requirements, and designate who the bidders are to contact at each CP to deliver product samples, schedule a demo, etc. A timetable will be included for bidders to complete this, and for the CP to respond to the LI with the results.
- ▶ The LI will proceed with bid tabulation/recap for **RESPONSIVE** bidders. The recap will include factors such as warranty in financial evaluation, e.g. convert all bidder prices to reflect five years of service support, whether under warranty or maintenance contract. **DO NOT INCLUDE SALES TAX** or compensatory tax in the bid evaluation.

- ▶ The LI will follow its standard practice for notifying non-responsive bidders (e.g. UW gives such notice to otherwise low non-responsive bidders a minimum of five business days before making a contract award).
- ▶ The bid tabulations and recap may reflect several scenarios:
 - a. Bidder restricts its offer to specified region;
 - b. Bidder responds to some categories of product but not all;
 - c. FOB origin AND FOB destination;
 - d. Other circumstances and combinations.

The LI will include applicable bid preferences (e.g. MWBE) and evaluation adjustments (e.g. out of state reciprocity), in accordance with its standard practice for bid recaps. Based on the recap, the LI may make recommendations to the CP to make multiple awards, such as splitting by region and/or product groups within the bid.

Protests:

The CP may receive protests from suppliers who dispute the institution's right to participate in the cooperative contracting. In such instances, the CP will respond to the protesting supplier directly, with a copy to the LI. All other protests about a specific bid are to be directed to the LI, who will follow its standard practice with regard to handling protests.

The LI may request the affected CP to assist in reviewing any protest it receives. If the LI believes that the protesting supplier has sufficient grounds to justify a reject and rebid, the LI will notify each of the CPs so that they may review the changes in specifications or bid process that are necessary, and will know how long the rebid process may take.

Award:

The LI will prepare:

- ▶ A contract summary/abstract: number of bidders on bid list, number of bids received (include MWBE count for both); contract vendor(s), contact information, etc. An Abstract will be sent by the LI to all WIPHE members (E-mail distribution is acceptable).
- ▶ The contract documents in the LI's usual format, including price list as appropriate. The LI will distribute this to each CP, and to any other potential participants (PP) upon request.

The LI will retain the original bids, tabulation, evaluation summaries, recap, contract; this will be considered the OFFICIAL PUBLIC RECORD. Any requests for disclosure should be directed to the LI.

The CP are encouraged to schedule entrance meetings with the successful supplier, to review specific service needs, delivery requirements, order process and invoice procedure, and any other relevant expectations of the CP, ESPECIALLY if this is a new supplier for the institution.

V. Contract Management and Distribution

- A. Committed Participants (CP) is defined as those WIPHE member institutions who respond to the Lead Institution's (LI's) call for information.
- B. The LI shall distribute the entire bid/contract to the CP with a notice placed upon the fax-on-demand site.
- C. The LI shall be the signer of the contract.
- D. The LI shall assume the audit and archiving responsibilities of the awarded contract.
 - 1. Fax-on-demand or electronic bulletin board will include the LI and contact person, commodity description, term or status of the bid/contract and the contract number.¹
 - 2. Any correspondence regarding performance issues with vendors should be copied to the LI.
 - 3. Routine problems will be handled by the LI.
 - 4. The LI will follow through with any breach of contract issues and copy the CP. Where breach threatens the continuity of the contract, the LI will take action and notify all CP.
 - 5. The evaluation for rebid or extension shall utilize the handout as a starting point to be modified and distributed in a timely fashion to all of the WIPHE member institutions via E-Mail initiated by the LI. This will provide non-participating WIPHE members the option to be added to the CP list on the contract.
- E. Each CP will track its respective annual total contract dollars.

¹ Use of electronic bulletin board requires access to Mosaic or some other appropriate utility.

WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE)
SOLICITATION FOR BIDS

L. Scope of Solicitation

This solicitation is being issued by " _____ " (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34. All members of the Interlocal Agreement for Cooperative Purchasing by Washington Institutions of Public Higher Education (WIPHE) will be eligible to purchase from the award of this solicitation. Appended to the bid are listed the institutions which have specifically indicated interest in and provided potential usage estimates which are incorporated in this solicitation. Those institutions that have indicated specific interest will utilize the resulting contract, PROVIDED, they are not able in their sole judgement to obtain better product, service, or pricing. Should withdrawal of any of these institutions occur, the successful bidder may withdraw its bid.

The Lead Institution reserves the right to award the contract in whole or in part in a manner that most effectively serves the WIPHE members, to reject any or all bids, and to otherwise proceed with the award as necessary to protect the best interests of WIPHE.

After award, members of WIPHE will issue separate purchase orders to the successful vendor(s) if they choose to acquire items pursuant to this award.

All questions regarding this bid must be directed to the Lead Institution. DO NOT CONTACT ANY OTHER WIPHE MEMBERS.

All information relating to this solicitation will be retained by " _____ " as the official public record.