

TRANSIT BUS COOPERATIVE PURCHASING AGREEMENT

This is a Transit Cooperative Purchasing Agreement between the Washington State Department of Enterprise Services (“Enterprise Services”) and Broward County, a political subdivision of the state of Florida (“Purchaser”). Enterprise Services and Purchaser may be collectively referred to as the “Parties.”

RECITALS

- A. Pursuant to Washington law, Enterprise Services is authorized to
... participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants. The cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the entities, and master contracts or convenience contracts that are made available to other public agencies.
- B. RCW 39.26.060(1). This broad delegation of authority by the State Legislature enables Enterprise Services, among other things, to leverage the state resources that we commit to providing innovative, cost-effective, and efficient solutions for Washingtonians to other governmental purchasing authorities.
- C. Use of Enterprise Services’ Master Contract, through this Cooperative Purchasing Agreement, is contingent upon the consent of the Enterprise Services. Upon execution of this Cooperative Purchasing Agreement, the under-signed entity is designated as an Authorized Purchaser (“Purchaser”), authorized to make purchases under Master Contract #06719-01. As stated in the attached *Competitive Procurement Certificate*, the Master Contract was competitively bid, evaluated, and awarded under the procurement laws of the State of Washington and meets Federal Transit Administration requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See RCW chapter 39.26 and Pub.L. 114-94. There are no pending protests or lawsuits pertaining to procurement or award of the Master Contract.

In accessing and utilizing the Master Contracts, pursuant to this Cooperative Purchasing Agreement, the parties agree as follows:

1. MASTER CONTRACT. Purchaser may make purchases from, access, and use the Transit Bus Master Contract #06719-01, consistent with the procurement law applicable to Purchaser and the terms of the Master Contract. The State of Washington makes no representation or warranty regarding Purchaser’s governing law or whether this Master Contract is appropriate for Purchaser. That decision is up to Purchaser. In addition, the State of Washington makes no representation or warranty regarding whether the products and services available under this Master Contract is appropriate for Purchaser.
2. CONTRACT CONSENT. Consistent with Purchaser’s procurement authority, Purchaser may propose and negotiate jurisdiction-specific terms with the applicable Contractor to meet Purchaser’s needs, subject to agreement with the applicable Contractor. **Under no circumstances will Purchaser’s jurisdiction-specific agreements change or modify the contract obligations between the State of Washington and the applicable Master Contract Contractor.** Upon execution of Purchaser’s agreement with the Master Contract Contractor, Purchaser shall provide a copy of the same to Enterprise Services prior to making any purchases under the Master Contract.
3. ACCURATE PURCHASES. Purchaser shall make orders within the scope of the Master Contract. Any purchases outside of the scope of the Master Contract by Purchaser is a breach of this Cooperative

Agreement for which Enterprise Services may void this agreement and any purchases by Purchaser under the Master Contract. Purchaser represents and warrants to use reasonable, good faith efforts to assist the Contractor in obtaining and reporting to Enterprise Services, for purposes of the applicable Vendor Management Fee, accurate purchases under the Master Contract.

4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee set forth in the Master Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchaser modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Cooperative Purchasing Agreement and shall terminate the Agreement; and, in the event Purchaser modifies, waives, or terminates the Vendor Management Fee Purchaser shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.
5. **AGREEMENT MANAGEMENT; NOTICES.** The parties hereby designate the following individuals as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

ENTERPRISE SERVICES	BROWARD COUNTY
Attn: Bus Purchases	Attn: Chris Walton, Director
Department of Enterprise Services	Broward County Transportation Department
PO Box 41411	1 N. University Drive, Suite 3100A
Olympia, WA 98504-1411	Plantation, FL, 33324
Email: buspurchases@des.wa.gov	Tel: (954) 357-8301
	Email: cwalton@broward.org

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

6. **COMMUNICATION.** In the event Purchaser becomes aware of a significant contract performance issue pertaining to the Master Contract that, in Purchaser's reasonable judgment, could adversely impact the State of Washington, Purchaser shall communicate the same to Enterprise Services.
7. **CONTRACTOR DISPUTES.** Purchaser are responsible for resolving any disputes between Purchaser and the applicable Master Contract Contractor on their purchases. Purchaser shall notify Enterprise Services of any material dispute between Purchaser and the applicable Master Contract Contractor. Enterprise Services may assist Purchaser in resolving disputes with Master Contract Contractor(s).
8. **HOLD HARMLESS.** Other than those obligations expressly set forth in this Cooperative Purchasing Agreement, including the right of the State of Washington to the Vendor Management Fee, the Parties shall have no liability whatsoever to each other with regard to transactions arising out of this Cooperative Purchasing Agreement or the Master Contract.
9. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Master Contract, as amended or extended; Provided, however, that, upon notice to Enterprise Services, Purchaser may terminate Purchaser's participation in this Cooperative Purchasing Agreement at Purchaser's convenience upon Purchaser's termination of Purchaser's participation in the Master Contract.
10. **TAXES/FEES.** Unless otherwise agreed with Contractor, Purchaser shall pay applicable sales and use taxes imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor agrees not make any charge for federal excise taxes and Purchaser shall furnish

Contractor with an exemption certificate where appropriate. Broward County is a political subdivision of the state of Florida and is tax exempt.

11. APPROVAL PROCESS. Purchaser shall submit to Enterprise Services purchase information for approval of purchases under the Master Contract. Enterprise Services shall include the respective state Department of Transportation for purchases using FTA funds which require state DOT approval. Purchaser shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, Department of Transportation contact for approval.
12. PURCHASER INFORMATION. Purchaser hereby designates the following contract administrator as the single point of contact for business activities under this Master Contract.

Purchaser Information	
Organization Name	Broward County, Florida
Tax Identification Number	59-6000531
State Business Identification Number (Required for Non-Profit entities)	
Contact Name	Chris Walton
Title	Director, Broward County Transportation Department
Address	1 N. University Drive, Suite 3100A
City, State, Zip	Plantation, FL, 33324
Phone Number	(954) 357-8301
Email Address	cwalton@broward.org

13. SCOPE OF PARTICIPATION. Purchaser shall provide Enterprise Services with Purchaser’s estimates for purchases under the Master Contract. Purchaser shall provide updates on their estimated purchases if there is a material change in planned purchases under the Master Contract. The purchasing estimates are for Enterprise Services’ planning purposes in managing and approving purchases on the Master Contract.

Category	Estimated Purchases
Heavy Duty	\$12,400,000.00
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

GENERAL PROVISIONS

- 1. INTEGRATED AGREEMENT; MODIFICATION. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the Parties.
- 2. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 3. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- 4. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

EFFECTIVE as of the day and date first above written.

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Jaime Rossman
 Title: Assistant Director
 Date: 8/12/2021

**Purchaser
BROWARD COUNTY, FLORIDA**

By: **Robert Gleason** Digitally signed by Robert Gleason
Date: 2021.10.14 16:42:19 -04'00'

Name: Robert E. Gleason
 Title: Director of Purchasing
 Date: **10/14/2021**

Approved as to form by
Andrew J. Meyers, Broward County Attorney

By: **Angela J. Wallace** Digitally signed by Angela J. Wallace
Date: 2021.10.13 16:01:11 -04'00'

Angela J. Wallace
 Transportation Surtax General Counsel