

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW, Sound Transit and the University of Washington hereby agree to the terms of this Intergovernmental Cooperative Purchasing Agreement.

RECITALS

WHEREAS, the parties hereto desire to conserve resources and reduce procurement costs; and,

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary products and services; and

WHEREAS, the cooperative purchasing agreement will serve both of those ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of products, supplies, materials, equipment and services.
2. That the procurement of any products, supplies, materials, equipment or services subject to this agreement shall be conducted in accordance with the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed by law.
4. That the parties will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of each party's procurement.
5. That a procuring party will make timely payments to the vendor for products and services received in accordance with the terms and conditions of the procurement. Payment for products and services and inspections and acceptance of products and services ordered by the procuring party shall be the exclusive obligation of such procuring party.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of products or services under this agreement. The procuring party shall hold non-procuring party harmless from any liability, which may arise from violation of federal or state procurement laws or the procurement rules or policies of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.


9. This agreement shall remain in effect until termination by either party. Either party may terminate this agreement by giving 30 days written notice to the other party.

10. This agreement shall take effect after execution by both parties.

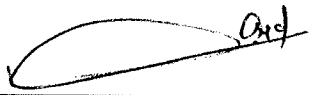
The parties to this agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

University of Washington
Purchasing Department
3917 University Way NE
Seattle, WA 98105

Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

By  04/16/09
Signature Date

Dennis Gawlik
Director

By 
Signature Date

Kunjan Dayal
Contracts Officer

Approved as to form:


Sound Transit Legal Counsel