



Potential CES Participating Entity

Cooperative Educational Services (CES) has been serving public education in New Mexico since 1979. In the past, several state agencies and local public bodies have requested to procure construction, services, and tangible personal property using our publicly solicited contracts. Now, through an amendment to our Restated and Amended Joint Powers Agreement to Establish an Educational Cooperative (JPA), and modification of the CES Board Policy, the opportunity is readily available to those public entities governed in state statutes.

CES was started by five rural school districts to cooperatively secure services to meet their individual needs. Today all public school districts in New Mexico, all public universities in New Mexico, 22 of our community colleges, 75% of the charter schools in our state, state schools, and BIA educational institutions have become CES members and participate in a cooperative purchasing program. Now, CES is offering a Cooperative Purchasing Agreement where state agencies and public bodies can become Participating Entities rather than CES members. This is accomplished by completing both the enclosed Cooperative Purchasing Agreement and Entity Data Sheet, and returning them with a cover letter indicating your interest. Your application will be reviewed and, if acceptable, signed by the CES President on behalf of the membership. The signed Agreement becomes your authorization to purchase using CES vendors at agreed-upon prices.

Once signed by the CES president, you will be mailed a copy of the Agreement and a catalog of our vendors. One of our staff will call you and briefly explain how to locate vendors on our website.

The next pages indicate how purchasing occurs through CES and provides a copy of the Agreement.

We hope you will find the Cooperative Purchasing Agreement a valuable tool to meet your needs. It is provided without cost, and may be terminated at any time. You are under no obligation to use any of the contracts. If you would like further information, please call me at (505) 344-5470.

Sincerely,

COOPERATIVE EDUCATIONAL SERVICES

A handwritten signature in black ink that reads 'David Chavez'. The signature is written in a cursive style with a large, looping flourish at the end.

David Chavez
Executive Director

Rev. 6.24.10

Serving New Mexico Education Since 1979

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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 as a Non-Profit Agency 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 non-profit entities pursuant to their respective rules and regulations. Since non-profit entities are not required by local or state laws to follow the Procurement Code (§13-1-135) participation is voluntary on the part of the PE and by CES. In order to increase its procurement volume and thereby provide better prices to its members, and to assist the PE in an economical scale of purchasing. CES extends to non-profits this procurement vehicle.

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 1.25% 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 and CES agree that use of any products or services from a contractor or vendor by any party (“Using Party”) pursuant to this Agreement shall not create any obligation for the other party (“Non-using Party”). Each party agrees that the Using Party who uses the services or products of a vendor or contractor shall be considered to be the sole contracting party with that contractor or vendor, shall have no claims against the Non-using Party as a result of the use of such products and services and shall be solely responsible for all contractual and other obligations resulting from the use of such products and services. PE nor CES shall be liable for any loss or damage to persons or property as a result of the others acts or omissions or the acts or omissions of its other’s employees or agents in connection with this agreement. Any liability incurred in connection with this agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq., NMSA 1978, as amended.

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

Please attach current financial statements and a list of major funding sources to this application. A letter from the IRS confirming your Non-Profit status is needed as well.

This application is made as stated below:

(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.

(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.

(Signature of CES President)

(Date application is approved)

PE # _____

PARTICIPATING ENTITY INFORMATION SHEET

INSTITUTION NAME: _____

ENTITY CONTACT:

Name: _____
(Please Print)

Job Title: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Website Address: _____

Shipping Address: _____

City/State/Zip: _____

PURCHASING CONTACT:

Name: _____
(Please Print)

Job Title: _____

Telephone: _____ Fax: _____

Email Address: _____

ACCOUNTS PAYABLE CONTACT:

Name: _____
(Please Print)

Job Title: _____

Telephone: _____ Fax: _____

Email Address: _____