

ATTACHMENT B
WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION
(WIPHE)
COOPERATIVE AGREEMENT

This solicitation, RFP# BTC-2024-RFP-001, is being issued by Bellingham Technical College (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34. All members of the Interlocal Agreement for Cooperative Purchasing by WIPHE which are listed below are eligible to purchase from the vendor who receives the award of this solicitation. Institutions that are "committed participants," indicated with an asterisk in the list of members intend to purchase goods or services from the vendor.

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 the 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 Bellingham Technical College (the Lead Institution) as the official public record.

DEFINITIONS

WIPHE: Washington Institutions of Public Higher Education who are signatories to the Interlocal Agreement for Cooperative Purchasing.

Lead Institution: The WIPHE member that has volunteered to conduct the solicitation/negotiation process on behalf of the WIPHE members.

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.

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.

WIPHE MEMBERS

FOUR YEAR INSTITUTIONS:

Central Washington University, Ellensburg
Eastern Washington University, Cheney
The Evergreen State College, Olympia
University of Washington, Seattle
Washington State University, Pullman

DCG ONE

Western Washington University, Bellingham

WIPHE MEMBERS (CONT'D):

COMMUNITY & TECHNICAL COLLEGES:

Bates Technical College, Tacoma	Olympic College, Bremerton
Bellevue Community College, Bellevue	Pierce College, Lakewood
Bellingham Technical College, Bellingham	Peninsula College, Port Angeles
Big Bend Community College, Moses Lake	Renton Technical College, Renton
Cascadia Community College, Bothell	Seattle Community Colleges, Seattle
Centralia College, Centralia	Shoreline Community College, Seattle
Clark College, Vancouver	Skagit Valley College, Mt. Vernon
Clover Park Technical College, Lakewood	South Puget Sound Community Col., Olympia
Columbia Basin College, Pasco	Community Colleges of Spokane, Spokane
Edmonds Community College, Edmonds	Tacoma Community College, Tacoma
Everett Community College, Everett	Walla Walla Community College, Walla Walla
Grays Harbor College, Aberdeen	Wenatchee Valley College, Wenatchee
Green River Community College, Auburn	Whatcom Community College, Bellingham
Highline Community College, Des Moines	Yakima Valley Community College, Yakima
Lake Washington Technical Col., Kirkland	State Board for Community & Technical Colleges,
Olympia	
Lower Columbia College, Longview	

* Indicates the committed participants

CONTRACT ADMINISTRATION

This contract shall be administered by the Lead Institution and the Committed Participants in the following manner:

1. The terms and conditions contained in their entirety throughout this bid, as it relates to the Lead Institution and the WIPHE Institutions in general, may not be altered unless provided in writing by the Lead Institution.
2. WIPHE Institutions may at their sole option, individually negotiate only operational provisions specific to the needs of their Institution. These would include agreed arrangements for such operational provisions as delivery, installation, service, and invoicing processes. Such negotiated changes shall not be binding on any other Institution. These changes may, however, bind the vendor to providing similar arrangements to the other Institutions pursuant to any "Best Customer" provisions of this document.
3. WIPHE Institutions shall individually be responsible for their obligations to the Vendor pursuant to any purchase associated with this agreement. Likewise, the Vendor shall be responsible for their obligations to the WIPHE Institutions pursuant to this agreement. All reasonable efforts will be made by the Vendor and the WIPHE Institutions to satisfy any breach of these obligations, or, disagreements arising between the individual WIPHE Institution and the Vendor. Resolution may

take several forms, including cancellation of specific arrangements between the Vendor and the Institution. Resolutions of any nature shall not have a binding effect on any other Institution.

4. In the event a breach or disagreement cannot be resolved between the Institution(s) and the Vendor, either party may notify the Lead Institution and request the Lead Institution satisfy the dispute in accordance with this agreement, including any Dispute Resolution process identified within.
5. The Lead Institution may at any time act on behalf of any WIPHE Institution in resolving breach of contract, or, to settle disputes in accordance with this agreement.

CONTRACT DOCUMENTS

The Vendor shall make copies of this contract available in its entirety to any WIPHE Institution expressing an interest. The Lead Institution and The Vendor agree that a summary of this agreement, including a phone number for interested agencies to contact the Vendor, may be placed on a public access electronic Home Page Bulletin Board, Fax on Demand network, or similar form of accessible medium.

WIPHE AGREEMENT

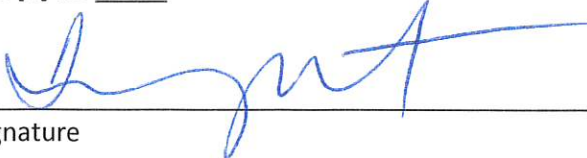
Other Institutions of Higher Education within the State of Washington, pursuant to the Interlocal Cooperative Act, RCW 39.34 (page 32), may wish to participate in this contract. Other Institutions choosing to participate in any resultant contract will establish separate contracts with the successful vendor using this agreement as the basis. Other Institutions are in no way bound to participate in this contract and Bellingham Technical College makes no guarantee regarding their participation.

Indicate if this condition is agreeable:

Yes ☒ No ☐

Will you be willing to re-negotiate basis for pricing as volume guarantees increase by participation of other Institutions of Higher Education identified herein:

Yes ☒ No ☐


Signature

Tammy Peniston
Name and Title

Direct Connect Group, LLC (dba DCG ONE)
Vendor Name

May 3, 2024
Date