

INTERSTATE COOPERATION CONTRACT
for Texas Department of Information Resource Technology Contracts

THIS INTERSTATE COOPERATION CONTRACT is entered into by and between Clackamas Education Service District, with its principal place of business at 13455 SE 97th Ave., Clackamas, OR 97015 and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interstate Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

- a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. DIR agrees to allow DIR Customer to procure information resources technologies through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interstate cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
- c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

- a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to DIR Customer.
- c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
- d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interstate Cooperation Contract shall begin when fully executed by both parties and shall continue until terminated.

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

Unit of Texas Local Government hereby certifying that is has statutory authority to perform its duties hereunder pursuant to Chapter _____ Code.

Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interstate Cooperation Contract and perform its duties hereunder pursuant to ORS 279A.220.

Customer that is neither a unit of Texas Local Government nor a Non-Texas State agency or unit of local government of another state hereby certifies that it has statutory authority to enter in to this Interstate Cooperation Contract and perform its duties hereunder pursuant to _____.

VI. CERTIFYING FUNCTION:

Department of Information Resources acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. In any issue concerning this Interstate Cooperation Contract, or the DIR Contracts, in which DIR is involved shall be governed by the law of the State of Texas, excluding the conflict of law provisions.
2. Exclusive Venue for any litigation whatsoever involving DIR is the state district court of Travis County, Texas.
3. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of Oregon, excluding the conflicts of law provisions.
4. Exclusive Venue for litigation arising between DIR Customer and Vendor from use of the DIR Contracts is if in the state courts, in the Clackamas County Circuit Court, and if in the United States District Court for the District of Oregon.
5. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts any remedies available to the parties under the circumstances, including but not limited to litigation and binding or nonbinding arbitration.

VIII. Notification

All notices under this Interstate Cooperation Contract shall be sent to a party at the respective address indicated below.

If sent to the DIR:

Hershel Becker or Successor in Office
 Chief Procurement Officer
 Department of Information Resources
 300 W. 15th Street, Suite 1300
 Austin, Texas 78701
 Facsimile: (512) 475-4700

DIR Customer:

Contact Name: Makoa Jacobsen
 Customer Name: Clackamas Education Service District
 Address: 13455 SE 97th Ave
 City, State, Zip Code: Clackamas, OR 97015
 Phone Number: (503) 675-4000
 Facsimile: (503) 675-4201
 Email: mjacobsen@clackesd.k12.or.us

This Interstate Cooperation Contract is executed to be effective as of the date of the last party to sign.

Clackamas Education Service District

(Insert Entity Name here)

Authorized By: /Signature on File/

Name: Jada Rupley

Title: Superintendent

Date: 08/21/2020

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: /Signature on File/

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/31/2020 | 4:57 PM CDT

Office of General Counsel: /Signature on File/ Date: 8/31/2020 | 11:59 AM CDT

ORS 279A.220¹

Interstate cooperative procurements

- (1) A contracting agency may establish a contract or price agreement through an interstate cooperative procurement only if:
 - (a) The administering contracting agency's solicitation and award process for the original contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in ORS 279B.055 (Competitive sealed bidding) or 279B.060 (Competitive sealed proposals);
 - (b) The administering contracting agency's solicitation and the original contract allows other governmental bodies to establish contracts or price agreements under the terms, conditions and prices of the original contract; **and**
 - (c) The administering contracting agency permits the contractor to extend the use of the terms, conditions and prices of the original contract to the purchasing contracting agency.

- (2) In addition to the requirements in subsection (1) of this section:
 - (a) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, must be listed in the solicitation of the administering contracting agency as a party that may establish contracts or price agreements under the terms, conditions and prices of the original contract, and the solicitation must be advertised in Oregon; **or**
 - (b) (A) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, shall advertise a notice of intent to establish a contract or price agreement through an interstate cooperative procurement.
 - (B) The notice of intent must include:
 - (i) A description of the procurement;
 - (ii) An estimated amount of the procurement;
 - (iii) The name of the administering contracting agency; **and**
 - (iv) A time, place and date by which comments must be submitted to the purchasing contracting agency regarding the intent to establish a contract or price agreement through an interstate cooperative procurement.
 - (C) Public notice of the intent to establish a contract or price agreement through an interstate cooperative procurement must be given in the same manner as provided in

ORS 279B.055 (Competitive sealed bidding) (4)(b) and (c).

- (D) Unless otherwise specified in rules adopted under ORS 279A.070 (Rules), the purchasing contracting agency shall give public notice at least seven days before the deadline for submission of comments regarding the intent to establish a contract or price agreement through an interstate cooperative procurement.
- (3) If a purchasing contracting agency is required to provide notice of intent to establish a contract or price agreement through an interstate cooperative procurement under subsection (2) of this section:
- (a) The purchasing contracting agency shall provide vendors who would otherwise be prospective bidders or proposers on the contract or price agreement, if the procurement were competitively procured under ORS chapter 279B, an opportunity to comment on the intent to establish a contract or price agreement through an interstate cooperative procurement.
 - (b) Vendors must submit comments within seven days after the notice of intent is published.
 - (c) And if the purchasing contracting agency receives comments on the intent to establish a contract or price agreement through an interstate cooperative procurement, before the purchasing contracting agency may establish a contract or price agreement through the interstate cooperative procurement, the purchasing contracting agency shall make a written determination that establishing a contract or price agreement through an interstate cooperative procurement is in the best interest of the purchasing contracting agency. The purchasing contracting agency shall provide a copy of the written determination to any vendor that submitted comments.
- (4) For purposes of this section, an administering contracting agency may be any governmental body, domestic or foreign, authorized under its laws, rules or regulations to enter into contracts for the procurement of goods and services for use by a governmental body. [2003 c.794 §29]

¹ Legislative Counsel Committee, *CHAPTER 279A—General Provisions*, https://www.oregonlegislature.gov/bills_laws/ors/ors279A.html (2019) (last accessed May 16, 2020).