

**RESOLUTION TO JOIN THE INTERGOVERNMENTAL AGREEMENT  
KNOWN AS BESPOKE COMMUNITY COOPERATIVE**

WHEREAS, the Governmental Joint Purchasing Act provides that any public authority which has the power to tax, or any other public entity created by statute, may purchase personal property, supplies and services jointly with one or more other governmental units (30 ILCS 525/1, and 30 ILCS 525/2(a))

WHEREAS, the Governmental Joint Purchasing Act further provides that "Under any agreement of governmental units that desire to make joint purchases pursuant to subsection (a) of Section 2, one of the governmental units shall conduct the competitive procurement process.'

WHEREAS, the Board of Education of Bloomingdale SD13 (the "School District"), DuPage County, Illinois has determined that it is in the best interest of the School District to join the agreement of governmental units known as Bespoke Community Cooperatives.

NOW, THEREFORE, the Board of Education of Bloomingdale SD13, DuPage County, Illinois, resolves that:

Section 1. The Board hereby finds that the recitals contained in the preambles to this Resolution are full, true, and correct and does hereby incorporate them into this Resolution by reference.

Section 2. The Superintendent or her designee is hereby directed to execute such documents and take such actions as are necessary to join the Omnia Partners purchasing cooperative.

Section 3. All other resolutions or parts of resolutions in conflict herewith be and are repealed, and this Resolution shall be in full force and effect immediately upon its passage.

Adopted this \_\_\_\_\_, 20\_\_\_\_ by the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary, Board of Education

## **BESPOKE COMMUNITY COOPERATIVES MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “Agreement” or “MICPA”) is entered into by and between those certain government agencies that execute this Agreement directly or by registering on the Bespoke Community Cooperatives, LLC website, [www.bespokecommunity.org](http://www.bespokecommunity.org) to participate in utilizing Community Cooperative contracts that are supported by the Bespoke Cooperative Program (“Participating Agencies” or “PAs”).

WHEREAS, the Parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, after a competitive solicitation and selection process by certain Lead Procurement Agencies (“LPAs”) in compliance with their own policies, procedures, rules and regulations, a number of Suppliers may enter into “Master Agreements” (herein so called) to provide a variety of goods, products and services (“Products”) to the applicable LPA, their respective Community Cooperatives and PAs; and

WHEREAS, Master Agreements are made available by LPAs through their Community Cooperatives supported by the Bespoke Cooperative Program and provide that PAs may purchase Products and Services on the same terms, conditions and pricing as the LPA, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the Parties hereby agree as follows:

1. Each Party will use its best efforts to facilitate the cooperative procurement of Products through the Community Cooperatives supported by the Bespoke Cooperative Program.
2. It is the intent of the Parties that all provisions of this Agreement and that PAs’ participation in the program described herein comply with all applicable federal, state and local laws and regulations.
3. PAs shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern each PA’s procurement practices. PAs further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives as may be required under 42 C.F.R. §1001.952(h).
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, regulation, policies or procedures.
5. Each LPA shall include the language that governs the Master Agreements it pursues as a Lead Procurement Agency for Community Cooperatives supported by the Bespoke Cooperative Program. The Master Agreements and available Products shall be specified in the Exhibits, all of which shall be incorporated by reference into this Agreement and made available at the Bespoke Community Cooperatives LLC website.
6. LPAs will make available, upon reasonable request, Master Agreement information including Master Agreement documents, pricing lists and any other documentation deemed appropriate by the LPA, which may

assist in improving the procurement of Products by PAs.

7. Each PA shall be solely responsible for its own ordering, inspection, acceptance and payment for Products through the Community Cooperative supported by the Bespoke Cooperative Program. Each PA that procures Products and/or Services through any Master Agreement shall make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement. Disputes between a PA and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the PA and Supplier. A PA shall not be liable in any fashion for any violation by any other PA, and, to the extent permitted by applicable law, a PA shall hold every other PA harmless from any liability that may arise from its own acts or omissions, under any Master Agreement utilized through the Bespoke Cooperative Program.

8. PAs shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the PA and the PA may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BESPOKE COMMUNITY COOPERATIVES LLC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT AND MASTER AGREEMENT. BESPOKE COMMUNITY COOPERATIVES LLC SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF BESPOKE COMMUNITY COOPERATIVES LLC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTICIPATING PUBLIC AGENCY, EDUCATIONAL INSTITUTION, AND NON-PROFIT ENTITY ACKNOWLEDGES AND AGREES THAT BESPOKE COMMUNITY COOPERATIVES LLC SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT.

10. Each Party to this Agreement acknowledges it has read this Agreement and represents and warrants that the individual registering the Party on the Bespoke Community Cooperatives LLC website is legally authorized to execute and enter into this Agreement on behalf of the Party.

11. This Agreement shall take effect with respect to a particular Party upon that Party's execution of this Agreement.

12. This Agreement shall remain in effect with respect to a Party until it terminates its participation in the Bespoke Cooperative Program by giving thirty (30) days' advance written notice to Bespoke Community Cooperatives, LLC. The provisions of this Agreement shall survive any such termination.

Signed: Agency Name: \_\_\_\_\_

Agency Representative: \_\_\_\_\_

Date: \_\_\_\_\_