

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

- 1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
- 2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
- 3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
- 4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
- 5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
- 6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
- 7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

I HAVE READ AND AGREE TO THE TCPN COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT TERMS AND CONDITIONS.

Authorized Ager

Daniel B. Leeper, Chairman

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Date 03/25/13	
Member Agency:	Nassau County Board of County Commissioners
Department Name:	Contract Management
Agency Type:	County Government
Federal EIN/TIN: ex. 123456789 (no dash)	
First Name:	Charlotte .
Last Name:	Young
Street Address:	96135 Nassau Place, Suite 6
City:	Yulee
State/Territory:	Florida
Zip Code:	32097
Telephone:	904-491-7377
ex. 123-456-7890	
Fax:	904-321-2658
ex, 123-456-7890	
Email	evoup@passaucountyfl.com

## How dld you hear about us? Please take a moment to tell us where you heard about TCPN. If it was at a conference, from a vendor, in a magazine, or another TCPN member, please give us the specific name.

Representative from TCPN, including participating vendors, made a

presentation to the North Florida Procurement Association (NFPA),

local chapter of the NIGP,