



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC **16-5637**  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \*BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \*96135 Nassau Place, Suite 1, Yulee, Florida 32097

**WITNESSETH**

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* November 7, 2016 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* 10/1/2016 and ends \* 9/30/2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\* NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC)

Name of End User (local government, agency, or non-profit corporation)

\* 96135 NASSAU PLACE, SUITE 1

Mailing Address

\* YULEE FLORIDA 32097

City State ZIP Code

\*By: Ted Selby  
Signature of chief elected or appointed official County Manager

\* Ted Selby, Its: Designee 11/7/16  
Typed Name & Title of Signatory Date

Houston-Galveston Area Council  
3555 Timmons Lane, Suite 126, Houston, TX 77027

By: [Signature] Executive Director

Attest: [Signature] Manager

Date: Nov 9 2016

\*Denotes required fields

## David Pensante

---

**From:** Terral, Sally <Sally.Terral@h-gac.com>  
**Sent:** Tuesday, January 17, 2017 10:50 AM  
**To:** David Pensante  
**Cc:** Ly-Tran, Marie  
**Subject:** HGAC executed contract for Nassau County, FL  
**Attachments:** A1701061357444301471.pdf

**Importance:** High

Mr. Pensante,

HGACBuy® would like to welcome you and thank you for becoming a member of the program. Attached is your copy of the fully executed Interlocal Contract (ILC) which includes your assigned permanent ILC number (upper right hand corner). This number should appear on all future purchase orders, in addition to the H-GAC bid number for the product you are ordering. This is also your password to log in to our website.

The ILC document is designed as a blanket purchase agreement for all products offered by H-GAC, and it remains in effect indefinitely unless canceled by either party. No annual renewal actions are required. The Contract covers all departments within your municipality/county/district jurisdiction. It is activated only by your agency's issuance of Purchase Orders.

Visit our website at: [www.hgacbuy.org](http://www.hgacbuy.org) to schedule your end user orientation. Should you require any further information concerning the program please call 800-926-0234.

We encourage you to use the H-GAC Cooperative Purchasing Program and avail yourself of the services we offer. We look forward to serving you.

Regards,

*Sally Terral*  
Contracts Specialist  
Cooperative Purchasing Program  
Houston-Galveston Area Council (H-GAC)  
email: [sally.terral@h-gac.com](mailto:sally.terral@h-gac.com)  
Ph: (832) 681-2581  
Fax: (713) 993-2424



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \*BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \*96135 Nassau Place, Suite 1, Yulee, Florida 32097

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \*November 7, 2016 (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \*10/1/2016 and ends \*9/30/2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\* NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC)

Name of End User (local government, agency, or non-profit corporation)

\* 96135 NASSAU PLACE, SUTIE 1

Mailing Address

\* YULEE FLORIDA 32097

City State ZIP Code

\*By:  Signature of chief elected or appointed official

\* Ted Selby, Its: Designee

Typed Name & Title of Signatory Date

11/7/16

**Houston-Galveston Area Council**

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_ Executive Director

Attest: \_\_\_\_\_ Manager

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

\*Denotes required fields

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS County Name: NASSAU  
(Municipality/County/District/etc.)

Mailing Address: 96135 NASSAU PLACE, SUITE 1 YULEE FLORIDA 32097  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (904) 530-6040 FAX Number: (904) 321-5917

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: NASSAUCOUNTYFL.COM

Official Contact: DAVID J. PENSANTE  
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: 96135 NASSAU PLACE, SUITE 2  
(Street Address/P.O. Box)  
YULEE FLORIDA 32097  
(City) (State) (ZIP Code)

Title: PROCUREMENT MANAGER  
Ph No.: (904) 530 - 6040  
Fx No.: (904) 321 - 5917  
E-Mail Address: DPENSANTE@NASSAUCOUNTYFL.COM

Authorized Official: TED SELBY  
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: 96135 NASSAU PLACE, SUITE 1  
(Street Address/O.O. Box)  
YULEE FLORIDA 32097  
(City) (State) (ZIP Code)

Title: NASSAU COUNTY MANAGER  
Ph No.: (904) 530 - 6010  
Fx No.: (904) 321 - 5784  
E-Mail Address: TSELBY@NASSAUCOUNTYFL.COM

Official Contact: DAVID J. PENSANTE  
(Purchasing Agent/Auditor etc.)

Mailing Address: 96135 NASSAU PLACE, SUITE 2  
(Street Address/O.O. Box)  
YULEE FLORIDA 32097  
(City) (State) (ZIP Code)

Title: PROCUREMENT MANAGER  
Ph No.: (904) 530 - 6040  
Fx No.: (904) 321 - 5917  
E-Mail Address: DPENSANTE@NASSAUCOUNTYFL.COM

Official Contact: SCOTT HERRING  
(Public Works Director/Police Chief etc.)

Mailing Address: 96161 NASSAU PLACE  
(Street Address/O.O. Box)  
YULEE FLORIDA 32097  
(City) (State) (ZIP Code)

Title: PUBLIC WORKS DIRECTOR  
Ph No.: (904) 530 - 6225  
Fx No.: (904) 491 - 3611  
E-Mail Address: SHERRING@NASSAUCOUNTRYFL.COM

Official Contact: WILLIAM G. ESTEP  
(EMS Director/Fire Chief etc.)

Mailing Address: 77150 Citizens Circle  
(Street Address/O.O. Box)  
YULEE FLORIDA 32097  
(City) (State) (ZIP Code)

Title: EMERGENCY MANAGEMENT  
Ph No.: (904) 548 - 0900  
Fx No.: (904) 458 - 4195  
E-Mail Address: BESTEP@NASSAUSO.COM

\* denotes required fields

GENERAL PURPOSE  
EMERGENCY  
VEHICLESINFRASTRUCTURE  
EQUIPMENT &  
SERVICESCOMMUNICATIONS  
EQUIPMENT &  
SERVICESGROUNDS  
FACILITIES &  
PARKS EQUIPMENTPUBLIC  
WORKS  
EQUIPMENTEMERGENCY  
EQUIPMENT &  
SUPPLIESCONSULTING  
LEASING & STAFFING  
SERVICESEMERGENCY  
PREPAREDNESS &  
DISASTER RECOVERYCOOPERATIVE  
ENERGY  
PURCHASING

You are here: Home &gt; Information About The Program &gt; Using the Program

## INFORMATION ABOUT THE PROGRAM

### USING THE PROGRAM

#### Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.  
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

#### The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

#### Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

#### Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

#### Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

#### Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of sales/service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

#### **H-GAC Board of Directors Awards All Contracts**

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 24 regional councils of governments.

#### **Steps To Placing Purchase Orders Through HGACBuy**

##### ***Step 1: (first time only)***

Execute the "Interlocal Contract" (ILC) found on the HGACBuy website under Program Info, and return to H-GAC. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

##### ***Step 2:***

Obtain specific product details from the HGACBuy website, [www.HGACBuy.org](http://www.HGACBuy.org). Then, contact the contractor's nearest representative for additional assistance and a definitive price quotation. Contractor information can be found at the bottom of each contracts web page under Products Available.

##### ***Step 3:***

Prepare and submit your purchase order directly to the relevant HGACBuy contractor, after completing consultation with the contractor's representative. A copy of the order along with a copy of the contractor's written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). HGACBuy contractors will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

#### **NOTE: Performance Bond**

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Contractor must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Contractor shall quote a price to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Contractor agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

#### **HGACBuy Order Confirmation**

When the copy of a purchase order and contractor's written quotation are received by HGACBuy (see Step 3 above), an Order Confirmation is prepared and sent to the Member and the Contractor - authorizing the Contractor to proceed with the order.

#### **Remitting End User Payments For Products and Services Rendered**

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by HGACBuy contractor of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay the HGACBuy contractor the full amount of the invoice.

All contracts between HGACBuy and its contractors require prompt payment upon delivery of products/services to an End User.

#### **Ownership Passes Directly From Contractors to End Users**

HGACBuy does not at any time take title to any product. Contractors assign ownership directly to End Users.



### **Reimbursement of HGACBuy's Operational Costs**

The HGACBuy program is solely funded through the assessment of an administrative fee paid by the contractor on each order.

### **End Users Invited to Attend Pre-Bid Conferences**

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also. See a listing of scheduled pre-bid conferences on the HGACBuy website under Bid Notices.

### **3-Way Partnership At Work**

The three-way partnership between HGACBuy, Program End Users, and Contractors is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Contractor.

**H-GAC's Role:** HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

**The End User's Role:** End Users are expected to consult with Contractors' representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Contractor's representatives to detail and complete all documentation required when submitting purchase orders.

**The Contractor's Role:** HGACBuy relies upon its Contractors to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Contractors' representatives work closely with each End User to meet specific constituent needs.

### **H-GAC's Bid Notices**

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

### **Distribution of H-GAC Product Specifications**

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

### **End User Benefits**

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size.

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

### **H-GAC Web Site**

Information on products under contract through HGACBuy can be accessed through the web site. The web site contains the following:

- Product categories with base bid prices
- Contractors' representatives with telephone numbers
- H-GAC staff telephone numbers and e-mail addresses
- Listing of Specifications Conferences
- Listing of Bid opening dates for each product category

### **Contacting HGACBuy**

3555 Timmons Ln, Suite 120  
Houston, TX 77027

Phone: 800-926-0234

Web: [www.HGACBuy.org](http://www.HGACBuy.org)

Individual staff phone numbers and emails may be found on the HGACBuy website under Program Staff.

Copyright © 2016 H-GAC. All Rights Reserved.

GENERAL PURPOSE EMERGENCY VEHICLES	INFRASTRUCTURE EQUIPMENT & SERVICES	COMMUNICATIONS EQUIPMENT & SERVICES	GROUPS FACILITIES & PARKS EQUIPMENT	PUBLIC WORKS EQUIPMENT	EMERGENCY EQUIPMENT & SUPPLIES	CONSULTING LEASING & STAFFING SERVICES	EMERGENCY PREPAREDNESS & DISASTER RECOVERY	COOPERATIVE ENERGY PURCHASING
------------------------------------------	-------------------------------------------	-------------------------------------------	-------------------------------------------	------------------------------	--------------------------------------	----------------------------------------------	--------------------------------------------------	-------------------------------------

You are here: Home > Information About The Program > Interlocal Contract Form (ILC)

## INFORMATION ABOUT THE PROGRAM

### INTERLOCAL CONTRACT FORM (ILC)



FREQUENTLY ASKED  
QUESTIONS



#### JOINING HGACBUY BY EXECUTING AN INTERLOCAL CONTRACT (ILC)

In order to participate in HGACBuy, you must:

1. Be a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or services); and
2. Possess legal authority to enter into the Contract.

End User warrants that both requirements are fulfilled by execution of an ILC.

#### Steps for completing and executing the ILC:

**Step 1:** Fill in all required information, including the date of your governing body authorization and print a copy of the appropriate HGACBuy ILC form.

**Step 2:** Secure signature by an individual with authority to contractually bind your entity.

**Step 3:** Scan and email a copy to H-GAC at [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or Fax it to 713-993-2424. The contract may also be mailed to H-GAC Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

**Step 4:** H-GAC will execute the contract and return a copy to you electronically.

#### Special Requirements For Non-Profit Corporations:

Qualifying non-profit corporations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) must also submit the following items together with the ILC documents:

1. Copy of 501(c)(3) Form
2. Copy of Charter and By-Laws highlighting section(s) demonstrating that your organization performs a governmental service.
3. Certification of the governmental service(s) that your organization performs. (Form included in the Non-Profit ILC below)

**(If you require a contact original, print and sign two (2) contracts. Send both documents to H-GAC at the address indicated on the ILC form)**



**Interlocal Contract Form!!!**  
*(Membership Form for Government End Users)*  
Click here to download the ILC form to join HGACBuy...



**Interlocal Contract Form!!!**  
*(Membership Form for Non-Profit End Users)*  
Click here to download the ILC form to join HGACBuy...

\*Note: ILC form can be filled and printed online.

GENERAL PURPOSE EMERGENCY VEHICLES	INFRASTRUCTURE EQUIPMENT & SERVICES	COMMUNICATIONS EQUIPMENT & SERVICES	GROUNDS FACILITIES & PARKS EQUIPMENT	PUBLIC WORKS EQUIPMENT	EMERGENCY EQUIPMENT & SUPPLIES	CONSULTING LEASING & STAFFING SERVICES	EMERGENCY PREPAREDNESS & DISASTER RECOVERY	COOPERATIVE ENERGY PURCHASING
------------------------------------------	-------------------------------------------	-------------------------------------------	--------------------------------------------	------------------------------	--------------------------------------	----------------------------------------------	--------------------------------------------------	-------------------------------------

You are here: Home > Information About The Program > List of End Users

## INFORMATION ABOUT THE PROGRAM

### LIST OF END USERS

[Alabama](#) | [Alaska](#) | [Arizona](#) | [Arkansas](#) | [California](#) | [Colorado](#) | [Connecticut](#) | [Delaware](#) | [District of Columbia](#) | [Florida](#) | [Georgia](#) | [Idaho](#) | [Illinois](#) | [Indiana](#) | [Iowa](#) | [Kansas](#) | [Kentucky](#) | [Louisiana](#) | [Maine](#) | [Maryland](#) | [Massachusetts](#) | [Michigan](#) | [Minnesota](#) | [Mississippi](#) | [Missouri](#) | [Montana](#) | [Nebraska](#) | [Nevada](#) | [New Jersey](#) | [New Mexico](#) | [New Hampshire](#) | [New York](#) | [North Carolina](#) | [North Dakota](#) | [Ohio](#) | [Oklahoma](#) | [Oregon](#) | [Pennsylvania](#) | [Rhode Island](#) | [South Carolina](#) | [South Dakota](#) | [Tennessee](#) | [Texas](#) | [Utah](#) | [Vermont](#) | [Virginia](#) | [Washington](#) | [West Virginia](#) | [Wisconsin](#) | [Wyoming](#) |

End User	City
<b>Florida</b>	
Abilities, Inc. of Florida (FL)	Clearwater
Adopt-A-Family of the Palm Beaches, Inc. (FL)	Lake Worth
Alachua County (FL)	Gainesville
Alzheimer's Community Care Inc. (FL)	West Palm Beach
American Red Cross-Martin County Chapter (FL)	Stuart
ASPIRA of Florida, Inc. (FL)	West Palm Beach
Bay County (FL)	Panama City
Bridges BTC Inc. (FL)	Rockledge
Broward County Housing Authority (FL)	Lauderdale Lakes
Camelot Community Care (FL)	Clearwater
Catalyst Schools (FL)	Chicago
Center for Independent Living of Broward Inc. (FL)	Fort Lauderdale
Center for Independent Living of south Florida (FL)	Miami
Charlotte County Board of Commissioners (FL)	Port Charlotte
Chemical Addictions Recovery Effort, Inc. (FL)	Panama City
Citrus County School Board (FL)	Inverness
City of Aventura (FL)	Aventura
City of Boca Raton (FL)	Boca Raton
City of Bradenton (FL)	Bradenton
City of Callaway (FL)	Callaway
City of Cape Coral (FL)	Cape Coral
City of Clearwater (FL)	Clearwater
City of Cocoa (FL)	Cocoa
City of Coconut Creek (FL)	Coconut Creek
City of Cooper City (FL)	Cooper City
City of Coral Gables (FL)	Coral Gables
City of Crestview (FL)	Crestview
City of Deerfield Beach (FL)	Deerfield Beach
City of DeLand (FL)	DeLand
City of Deltona (FL)	Deltona
City of Doral (FL)	Doral
City of Dunedin (FL)	Dunedin
City of Edgewater (FL)	Edgewater
City of Eustis (FL)	Eustis
City of Fort Lauderdale (FL)	Fort Lauderdale
City of Gainesville (FL)	Gainesville
City of Greenacres (FL)	Greenacres
City of Gulfport (FL)	Gulfport
City of Hollywood (FL)	Hollywood
City of Homestead (FL)	Homestead
City of Indian Rocks Beach (FL)	Indian Rocks Beach
City of Kissimmee (FL)	Kissimmee
City of Lake City (FL)	Lake City
City of Lakeland (FL)	Lakeland
City of Leesburg (FL)	Leesburg
City of Longwood (FL)	Longwood
City of Madeira Beach (FL)	Madeira Beach
City of Maitland (FL)	Maitland
City of Melbourne (FL)	Melbourne
City of Miami (FL)	Miami
City of Miami Beach (FL)	Miami Beach
City of Miami Gardens (FL)	Miami Gardens
City of Miami Springs (FL)	Miami Springs
City of Miramar (FL)	Miramar
City of North Miami (FL)	North Miami
City of North Miami Beach (FL)	North Miami Beach
City of Oldsmar (FL)	Oldsmar
City of Orlando (FL)	Orlando
City of Ormond Beach (FL)	Ormond Beach
City of Palm Coast (FL)	Palm Coast
City of Panama City (FL)	Panama City
City of Pensacola (FL)	Pensacola
City of Punta Gorda (FL)	Punta Gorda
City of Sebastian (FL)	Sebastian
City of South Miami (FL)	South Miami
City of St. Augustine (FL)	St. Augustine



City of Sunny Isles Beach (FL)  
 City of Tallahassee (FL)  
 City of Tampa (FL)  
 City of Tarpon Springs (FL)  
 City of Valparaiso (FL)  
 City of Vero Beach (FL)  
 City of West Miami (FL)  
 City of West Palm Beach (FL)  
 Community Intervention Center Inc. (FL)  
 Compass, Inc. (FL)  
 County of Indian River (FL)  
 Destin Water Users, Inc. (FL)  
 Easter Seals Florida, Inc. (FL)  
 Edventure Charter School (FL)  
 Englewood Water District (FL)  
 Englewood Youth Soccer Association (FL)  
 Escambia County (FL)  
 Escambia County School District (FL)  
 Farmworker Coordinating Council of Palm Beach County, Inc. (FL)  
 Florida Division of Emergency Management (FL)  
 Florida First Capital Finance Corporation (FL)  
 Florida Osteopathic Medical Association (FL)  
 Florida State University (FL)  
 Florosa Fire Control District (FL)  
 Gadsden County (FL)  
 Gainesville-Alachua County Regional Airport Authority (FL)  
 Genesis Community Health, Inc. (FL)  
 Handy, Inc. Helping Abused Neglected Disadvantaged Youth (FL)  
 Hillsborough County Aviation Authority (FL)  
 Hillsborough County School District of (FL)  
 Humane Society of Sarasota County, Inc. (FL)  
 ITN Sarasota (FL)  
 Jackson County Board of County Commissioners (FL)  
 Jacksonville Aviation Authority (FL)  
 Jacksonville Urban League, Inc. (FL)  
 JEA  
 Lake County Board of County Commissioners (FL)  
 Leon County (FL)  
 Lifespace Communities Inc dba Abbey Delray  
 Marion County, Board of County Commissioners (FL)  
 Mesifta of Greater Miami (FL)  
 Miami-Dade County DPM (FL)  
 Michael-Ann Russell Jewish Community Center (FL)  
 North Bay Village (FL)  
 Orange County Board of County Commissioners (FL)  
 Palm Beach School for Autism (FL)  
 Palm Beach State College (FL)  
 Palm Healthcare Foundation, Inc. (FL)  
 Pensacola State College (FL)  
 Pinellas County (FL)  
 Polk County Board of County Commissioners (FL)  
 Polk State College (FL)  
 Proud Papas Organization Corp. (FL)  
 Quantum House, Inc. (FL)  
 Santa Rosa County School District (FL)  
 Seacoast Utility Authority (FL)  
 Solid Waste Authority of Palm Beach County (FL)  
 SOS Children's Villages - Florida (FL)  
 St. Johns County Sheriff's Office (FL)  
 St. Lucie County Board of County Commissioners (FL)  
 Tampa Port Authority dba Port Tampa Bay (FL)  
 The Arc Santa Rosa, Inc. (FL)  
 The Children's Coalition, Inc. (FL)  
 The Cookie Jar of Hope Foundation (FL)  
 The Eagles Wings Foundation, Inc. (FL)  
 The School Board of Leon County (FL)  
 The School Board of Sarasota County (FL)  
 The University of Florida (FL)  
 Tohopekaliga Water Authority (FL)  
 Town of Jupiter Island (FL)  
 Village of Floral Park, Inc. (FL)  
 Village of North Palm Beach (FL)  
 Village of Virginia Gardens (FL)  
 Walton County Sheriff's Office (FL)  
 World Golf Foundation, Inc./The First Tee (FL)  
 Back to Top

Sunny Isles Beach  
 Tallahassee  
 Tampa  
 Tarpon Springs  
 Valparaiso  
 Vero Beach  
 West Miami  
 West Palm Beach  
 Tallahassee  
 West Palm Beach  
 Vero beach  
 Destin  
 Winter Park  
 Hypoluxo  
 Englewood  
 Englewood  
 Pensacola  
 Pensacola  
 Lake Worth  
 Tallahassee  
 Tallahassee  
 Tallahassee  
 Tallahassee  
 Mary Esther  
 Quincy  
 Gainesville  
 Boynton Beach  
 Ft. Lauderdale  
 Tampa  
 Tampa  
 Sarasota  
 Sarasota  
 Marianna  
 Jacksonville  
 Jacksonville  
 Jacksonville  
 Tavares  
 Tallahassee  
 Delray Beach  
 Ocala  
 Miami Beach  
 Miami  
 North Miami Beach  
 North Bay Village  
 Orlando  
 Lantana  
 Lake Worth  
 West Palm Beach  
 Pensacola  
 Clearwater  
 Bartow  
 Winter Haven  
 Orlando  
 West Palm Beach  
 Milton  
 Palm Beach Gardens  
 West Palm Beach  
 Coconut Creek  
 St. Augustine  
 Fort Pierce  
 Tampa  
 Milton  
 West Palm Beach  
 Orlando  
 West Palm Beach  
 Tallahassee  
 Osprey  
 Gainesville  
 Kissimmee  
 Hobe Sound  
 Floral Park  
 North Palm Beach  
 Virginia Gardens  
 DeFuniak Springs  
 St. Augustine