

2.6 APPROVAL OF AN AGREEMENT TO JOIN THE ILLINOIS TOGETHER PURCHASING COOPERATIVE

A. SUBJECT

This item is included on the agenda so the Board can approve an agreement that allows the District to join the Illinois Together Purchasing Cooperative.

B. INFORMATION

Membership in a purchasing cooperative allows the District to benefit from volume discounts and negotiated rates. District 200 has memberships in a few different purchasing cooperatives and continues to benefit from these relationships. The Illinois Together Purchasing Cooperative was created by the Illinois Association of School Board Officials and the Bespoke Community Cooperatives organization. It is designed specifically for Illinois school districts. Current items offered through this cooperative include paper products and printer/copier lease agreements to name a few. The goal is to expand the available options over time. Although the District is not required to use the cooperative, it gives us the opportunity to review negotiated prices without going out to bid. Furthermore, there is no cost to the District to join this cooperative.

C. RECOMMENDATION

The Superintendent recommends approval of the Master Intergovernmental Cooperative Agreement with Illinois Together Bespoke Community Cooperatives.

D. SUGGESTED MOTION

This item will be included as part of the Consent Agenda Motion.

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 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: Woodstock Community Unit School District #200

Agency Representative: _____

Date: November 18, 2025 School Board President, Carl Gilmore