

BOARD OF TRUSTEES AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS AND FINANCE
LUIS VELEZ, PURCHASING DIRECTOR

Briefly describe the action required.


CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE, IN ACCORDANCE WITH BOARD POLICY CH, THE INTERLOCAL AGREEMENT TO PARTICIPATE IN THE NATIONAL IPA/TCPN AND THE BOARD DELEGATES THE SUPERINTENDENT OR DESIGNEE THE AUTHORITY TO MAKE RELATED BUDGETED PURCHASES OF GOODS OR SERVICES AS PER BOARD POLICY CH.

- (C) **Funding source: Identify the source of funds if any are required.**

BUDGETED FUNDS

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**

SEE ATTACHED MEMORANDUM

To: Ismael Mijares, Deputy Superintendent for Business and Finance
From: Luis A. Vélez, Purchasing Director  Luis A. Vélez
Date: June 29, 2017 2017.06.27 10:05:12
Subject: **Interlocal Agreement – National Intergovernmental Purchasing Alliance**
-05'00'

In accordance with Board Policy CH, the Department of Purchasing recommends the school district enter into an interlocal agreement with the National Intergovernmental Purchasing Alliance/Texas Cooperative Purchasing Network.

In accordance with Board Policy CH, please accept this request for the 2017-2018 school year to allow the Department of Purchasing to participate and have access to the interlocal agreement with the National Intergovernmental Purchasing Alliance (National IPA)/The Cooperative Purchasing Network (TCPN) so we can centralize purchasing activities and increase purchasing power. By entering into this interlocal agreement, the list of available resources from where to procure from will not only be expanded, but will also ensure compliance with competitive bidding requirements at reduced costs.

Access to this cooperative is being requested to obtain discounted pricing for the following categories: Alternative Student Transportation, Architect and Engineering Services, Assistive Technology, Auctioneer Services, Automotive Parts and Supplies, Automotive Tires, Boiler Load Optimization Controllers, Books (Conventional Bound and eBooks) and Related Services, Bulk Fuel and Related Services, Cabling and Networking Products and Services, Civil Servant and Public Safety Supplies, Materials and Accessories, Commercial Floor Coverings, Copiers and Printers, Custodial and Related Services, Data Storage and Management Solutions, Demographic Study Services, Disaster Restoration and Recovery Services, Electrical Equipment Bulbs and Ballasts, Energy Performance Contracting Services, Energy Procurement and Management Consulting Services, E-Rate Consultant Services, Extra-Curricular and Physical Education Products and Services, Facilities Management Software, Facility Technology Integration, Furniture Office and Instructional, HVAC Equipment, Refrigeration, Installation, Service, and Related Products, Janitorial Supplies, Equipment, Maint. and Repair, Job Order Contracting (JOC) Services (TX), Managed Print Solutions, Performing Arts Apparel, Instruments, Equipment, Playground Systems, Installation, Service and Related Items, Risk Management Services, Roofing, Roof Repairs, Roof Maintenance, Security Services, Software, Technology Solutions, Video Conferencing Equipment and Services, and Wireless Communications among others. There is no fee to participate in this interlocal agreement.

Please contact me at the Purchasing Department should there be any questions or if additional information is required.

PURCHASING AND ACQUISITION

CH
(LEGAL)

BOARD AUTHORITY	<p>A board may adopt rules and procedures for the acquisition of goods and services. <i>Education Code 44.031(d)</i></p>
DELEGATION OF AUTHORITY	<p>A board may delegate its authority regarding an action authorized or required to be taken by a district by Education Code Chapter 44, Subchapter B, to a designated person, representative, or committee.</p> <p>A board may not delegate the authority to act regarding an action authorized or required to be taken by the board by Education Code Chapter 44, Subchapter B.</p>
DISASTER EXCEPTION	<p>Notwithstanding any other provision of the Education Code, in the event of a catastrophe, emergency, or natural disaster affecting a district, the board may delegate to the superintendent or designated person the authority to contract for the replacement or repair of school equipment under Education Code Chapter 44, Subchapter B if emergency replacement or repair is necessary for the health and safety of district students and staff.</p> <p><i>Education Code 44.0312</i></p>
PURCHASES VALUED AT OR ABOVE \$50,000	<p>All district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for a district:</p> <ol style="list-style-type: none">1. Competitive bidding for services other than construction services.2. Competitive sealed proposals for services other than construction services.3. A request for proposals for services other than construction services.4. An interlocal contract.5. The reverse auction procedure as defined by Government Code 2155.062(d).6. The formation of a political subdivision corporation under Local Government Code 304.001. <p><i>Education Code 44.031(a)</i></p>



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For Immediate Release:

Provista subsidiary National Intergovernmental Purchasing Alliance has acquired TCPN Management Group

Leading Purchasing Organizations Partner to Deliver Unprecedented Value to the Public Sector across the United States

Irving, TX/Brentwood, TN/Houston, TX – July 28, 2015 – Provista subsidiary National Intergovernmental Purchasing Alliance Company (National IPA) today announced that they have acquired TCPN Management Group, a leading cooperative management company which works with Region 4 Education Service Center (ESC) as its primary lead agency. The agreement combines TCPN Management Group’s extensive contract portfolio knowledge with National IPA and Provista’s approximately \$55 billion in annual purchasing volume through the combined spend of the National IPA and Novation contract portfolios. This acquisition will bring value and choice to public agencies across the United States.

“We are excited about the partnership with National IPA and Provista. TCPN Management Group has always focused on providing a superior experience and market leading value to our members. Partnering with National IPA and Provista, we hope to continue to build upon this history by providing an unparalleled procurement solution for the Public Sector,” said Andy Pechacek, CEO of TCPN Management Group.

The partnership will provide access to a diverse portfolio of products and services from leading national suppliers to drive down costs in the Public Sector market.

“We look forward to growing our supplier relationships to provide an even more robust contract portfolio to education institutions and government entities. Our collective sales and marketing efforts will have a profound impact on the market,” said Todd Abner, president of National IPA.

“The acquisition of the TCPN Management Group provides significant growth opportunities for our organizations in the Public Sector market. This partnership demonstrates commitment to our collective education and public sector customers by leveraging relationships across all of the organizations,” said Dan Thomas, president and CEO of Provista.

About National Intergovernmental Purchasing Alliance Company

National Intergovernmental Purchasing Alliance Company (National IPA) is a cooperative purchasing organization established for public agencies across the United States with the specific purpose of reducing procurement costs by leveraging the volume of 64,000 customers in the areas of state, county, city and local government, primary and higher education systems and other agencies for Public Benefit.

For more information on the cooperative, visit www.nationalipa.org.

About Provista

With 20 years of experience, Provista is a proven leader in the supply chain industry. Their extensive product coverage leverages \$56 billion in purchasing power allowing them to connect 150,000 customers to the best pricing on the products and services they use most. But their offers go beyond contracts. Provista provides tailored procurement solutions for customers including Data & Analytics, Contract Implementation Services, Savings Programs, Management Tools and Business Reports & Reviews. Provista began serving the health care industry for Hospitals, Surgery Centers, Extended, Diagnostic & Preventative Care centers, however have expanded to other industries including education, small business, Fortune 1000, and government. Provista is owned by VHA-UHC Alliance NewCo, Inc. For more information on Provista visit Provistaco.com.

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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 facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies 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.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.

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.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will 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 or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party 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 Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

Authorized Signature, Participating Public Agency

National Intergovernmental Purchasing Alliance
Company

Signature

GILBERTO GONZALEZ

Name

SUPERINTENDENT OF SCHOOLS - E.P.I.S.D.

Title and Agency Name

Date

Signature

Ward H. Brown

Name

Chief Operating Officer

Title

Date