

RIVER ROAD INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
AMARILLO, TEXAS

Subject: Purchasing Cooperatives

Date: Monday, Dec. 12, 2011

Presented By: Mike Hodgson  
Business Manager

Related Page(s): This page +3

ACTION

BACKGROUND INFORMATION:

Currently, RRISD is a member of and makes purchases from the BuyBoard, from TCPN (The Cooperative Purchasing Network managed by Region 4 in Houston), and from TexBuy (a cooperative purchasing network managed by Region 16 here in Amarillo.) To further expand the vendors that we can receive discounts from, we would like to join the following an additional purchasing co-op - U.S. Communities.

U.S. Communities is a nationwide, non-profit, government purchasing cooperative that was founded by the National Association of Counties, the National League of Cities, and the Association of School Business Officials. There is no cost to join this cooperative and we would only make purchases through their contracts when the pricing would be advantageous for RRISD. I have attached a two page Q&A sheet and U.S Communities' Master Intergovernmental Cooperative Purchasing Agreement for your information.

PRESENTATION/PURPOSE:

This is the presentation of a request for your approval for RRISD to join the U.S. Communities Purchasing Cooperative.

BOARD ACTION REQUESTED

Approve the request to join U.S. Communities.

#### What is U.S. Communities?

U.S. Communities is a nonprofit government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating their purchasing power nationwide. Lead public agencies competitively solicit contracts which U.S. Communities makes available to agencies and nonprofits nationwide.

[back to top](#)

#### What are the advantages of participating in U.S. Communities?

- All contracts are competitively solicited by a lead public agency
- Best supplier overall government pricing
- No user fees
- The **ONLY** cooperative purchasing program founded by NACo, NLC, ASBO, USCM and NIGP
- Sponsored by 70+ state and regional organizations
- Broad range of high quality products
- Third party audits performed
- Benchmarking analysis
- Oversight by key public purchasing professionals

[back to top](#)

#### Does U.S. Communities have professional public purchasing advisors?

Yes. The Advisory Board consists of public purchasing professionals that provides leadership and overall direction for U.S. Communities. [View the list of Advisory Board members.](#)

[back to top](#)

#### Can my public agency use the program without going out for solicitation?

Yes, in most states. All U.S. Communities contracts have been competitively solicited by a lead public agency in accordance with their government purchasing rules and regulations. Each solicitation contains language that advises all suppliers that the contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction "Joint Powers Authority" or "Cooperative Procurement Authority". Although each government purchasing organization may have different purchasing procedures to follow, applying these competitive principles satisfies the competitive solicitation requirements of most state and local government agencies.

[back to top](#)

#### What is a Joint Powers or Cooperative Procurement Authority?

State statutes and, if applicable, local ordinances generally allow one government agency to purchase from contracts competitively solicited by another government agency ("Lead Public Agency"). This, of course, would require the consent of all parties including the supplier, the Lead Public Agency and the government agency purchasing from the Lead Public Agency contract. U.S. Communities contracts are established to meet both the competitive solicitation and consent requirements. Generally, a public body may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. In some states, this power is not passed on to localities.

[back to top](#)

#### How can I obtain copies of the legal documentation associated with each competitively solicited contract?

The contract documents including the Master Agreement, Amendments, Extension, RFP and Solicitation documents are available for download on each supplier page. [View Product and Supplier pages.](#)

[back to top](#)

#### What does a public agency do to participate?

Public agencies must register to participate. Registration is free and there are no restrictions on the amount or size of an order.

[back to top](#)

**How much does it cost to participate in U.S. Communities?**

There are no costs or user fees to the local agency to participate.

[back to top](#)

**How is U.S. Communities funded as a nonprofit?**

Each contract supplier pays a 1% - 2.5% administrative fee to participate in the program and such fees fund operating expenses and offset costs incurred by national and state sponsors.

[back to top](#)

**Can agencies other than public agencies use the program?**

Yes, nonprofit organizations can use the program in addition to counties, cities, special districts, schools, universities and colleges, towns, villages and state agencies.

[back to top](#)

**If there is a performance problem with a supplier, what steps do I take to resolve the problem?**

First speak to the supplier representative, but if this does not work, contact a U.S. Communities program manager.

[back to top](#)

**If our agency wants to use the U.S. Communities contracts and buy from other contracts is that permitted?**

Yes, all U.S. Communities' contracts are non-exclusive.

[back to top](#)

**How do I become an authorized supplier of U.S. Communities?**

Please read the Become a Supplier page.

[back to top](#)

**Does U.S. Communities offer solutions for green procurement?**

Yes, U.S. Communities has a website that can help you Buy Green, with step by step guides and tips to implement a green government purchasing program. In addition, many of our suppliers have items designated to help you buy green.

[back to top](#)



**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

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

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.