



BELLVILLE INDEPENDENT SCHOOL DISTRICT

Meeting of the BISD Board of Trustees

June 11, 2020

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| Subject: | Equalis Intergovernmental Cooperative Purchasing Agreement |
| Presenter: | Dennis Jurek |
| Board Policy: | |
| BISD Goal: | <ol style="list-style-type: none">1. Develop and attain local standards for high levels of integrated learning and performance. [LEARNING]2. Foster a connected, collaborative, and strategic approach to continuous improvement for the district. [LEADERSHIP]3. Create a culture that attracts, develops, and retains exceptional individuals to be part of our district and community. [HUMAN CAPITAL]4. Cultivate connections in our schools and community to ensure all feel safe, valued, and engaged in meaningful ways. [COMMUNITY] |

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| Summary: | <p>Purchasing Cooperatives are Interlocal Contracts between other local governments that allow governmental entities to pool their resources to acquire goods and services. Cooperative purchasing can provide cost savings through increased buying power with volume discounts, reduce administrative cost of performing redundant purchasing functions and gives Bellville ISD accessibility to more products and services. Equalis Group is a new Interlocal Cooperative that will provide Bellville ISD with an additional purchasing tool/resource.</p> <ul style="list-style-type: none">• No Fees• No Cost• No Commitments |
| Attachments: | <ul style="list-style-type: none">▪ Equalis Master Intergovernmental Cooperative Purchasing Agreement |
| Recommendation: | <p>It is my recommendation, the board approve the resolution to join Equalis Intergovernmental Purchasing Cooperative, giving BISD access to more vendors, expanded purchasing efficiencies and options while meeting our purchasing requirements under Texas Education Code, Chapter 44, Subchapter B, Section 44.031.</p> |

BELLVILLE BRAHMAS
LEARNERS TODAY. LEADERS TOMORROW.



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Management Services Agreement ("Lead Agencies") with Equalis Group LLC ("Equalis Group") to be appended and made a part hereof and such other public agencies ("Purchasing Group Member") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively the "Equalis Group Purchasing Program") by either registering on a Equalis Group Party website (such as www.equalisgroup.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead 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 Lead Agency and the Purchasing Group Member,

WHEREAS, Master Agreements are made available by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Member may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Member 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 agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Purchasing Group Member subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Purchasing Group Member's procurement practices.
3. That the cooperative use of Master Agreements and other group purchasing agreements shall in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Lead Agencies will make available, upon reasonable request the subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Purchasing Group Member.
5. That the Purchasing Group Members agrees that the Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Purchasing Group Members in another GPO's purchasing program; provided that the purchase of Products through a Equalis Group Party or any other GPO shall be at the Purchasing Group Member's sole discretion.
6. That the Purchasing Group Member (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.

7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. 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 the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the Equalis Group Purchasing Program make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.
9. This Agreement shall renew automatically on an annual basis until terminated by a party by giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.
10. That each party to this Agreement has accomplished any and all actions and received any and all authorizations necessary to make this a legal and binding agreement.
11. This Agreement shall take effect upon (i) execution of the Lead Agency Certificate or (ii) the registration on an Equalis Group Party website or the execution of this Agreement by a Purchasing Group Members, as applicable.

| Agency Information | | |
|--------------------|---|--|
| Agency Name | | |
| Type | - | |
| Department | - | |
| Street Address | | |
| City / St / Zip | | |
| Phone # | | |
| Federal Tax ID | | |
| Website URL | | |

| Primary Contact Information | |
|-----------------------------|--|
| Name | |
| Title | |
| Phone # | |
| Email | |

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

To be completed by the Cooperative Member:

By: _____
 Signature of authorized representative of the Cooperative Member

Date: _____

 Printed name and title of the authorized representative

To be completed by Equalis Group:

By: **Eric Merkle** Digitally signed by Eric Merkle
 Date: 2020.04.14 05:58:49
 -05'00'

 Signature of authorized representative of the Equalis Group

Eric Merkle - Senior Vice President, Operations

 Printed name and title of the authorized representative