

COLLEGE STATION I.S.D.
9304 ROCK PRAIRIE ROAD, COLLEGE STATION, TX. 77845
(979) 764-5408

PURCHASING OFFICE

INTER-DEPARTMENTAL MEMO

TO: Mike Martindale

SUBJECT: Interlocal Agreement for Educational Purchasing Interlocal
Cooperative (EPIC6) Purchasing Alliance

DATE: September 28, 2017

The Education Service Center Region 6 has asked the district to sign a new interlocal agreement for the Educational Purchasing Interlocal Cooperative (EPIC6) purchasing program. This cooperative competitively solicits contracts to identify qualified vendors of goods and services, comply with state and federal bidding requirements and to relieve the burdens of governmental purchasing.

There is no annual membership fee to continue membership in this cooperative but membership requires the governing body to approve and sign the attached Interlocal Agreement and Resolution.

It is the recommendation of Mark Pantel, Director of Purchasing that the district approve the new interlocal agreement and continue membership in EPIC6 to provide the district access to additional vendors, materials and services. Membership shall remain in effect from the date of signature and shall be automatically renewed unless either party gives prior written notice of non-renewal.



Mark Pantel, Director of Purchasing

INTERLOCAL AGREEMENT
Region 6 Education Service Center (RESC 6)
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

College Station ISD

TEXAS PUBLIC ENTITY MEMBER

021 901

Control Number (EPIC6 will Assign)
Schools enter County-District Number

Region 6 Education Service Center
3332 Montgomery Road, Huntsville, TX 77340

236-950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this Agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

October 18, 2017

This Interlocal Agreement (hereinafter the "Agreement") is effective October 18, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 6 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the Educational Purchasing Interlocal Cooperative (EPIC6).

The purpose of EPIC6 shall be to obtain substantial savings for any participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Property Co-ownership:

There shall be no real or personal property acquisition or co-ownership resulting from this agreement.

Roles of the EPIC6 Purchasing Cooperative:

1. Provide organizational and administrative structure of the Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the EPIC6.
3. Provide marketing of the EPIC6 to expand membership, awarded contracts and commodity categories, excluding purchases by school food authorities and transactions involving fund 240 and/or any other Child Nutrition funds provided by USDA or Texas Board of Agriculture.

4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide EPIC6 training to members and vendors upon request.
10. Collect fees to finance the operation of the cooperative from awarded vendors based on the sales through the cooperative's contracts with the end users.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms and approval of the governing body where required (e.g. required in Texas)
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from EPIC6 Vendors when in the best interest of the entity.
4. Submit copies of Purchase Orders and/or Vendor Contracts to the EPIC6.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner and according to Texas Law and contract agreement.
7. Include EPIC6 and appropriate contract number on you purchase order and/or contracts in which you utilize an EPIC6 contract.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in Walker County, Texas, location of the administrative offices of RESC 6.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation unless otherwise agreed by the parties in writing at the time of the dispute.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means or hard copy and the terms and conditions agreed are binding upon the Parties.
No electronic signatures are permitted, however a scanned wet signature transmitted electronically is permitted.

Authorization:

Region 6 Education Service Center and EPIC6 have entered into an Agreement to provide cooperative purchasing opportunities to public agencies and other legally eligible entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

College Station ISD

Entity or District Name

By: _____

Authorized Signature

Title: **Board President**

Date

Purchasing Cooperative Lead Agency:

Region 6 Education Service Center

By: _____

Authorized Signature

Title: **Executive Director Region 6 ESC**

Date

Public Entity Contact Information

Mark Pantel

Primary Purchasing Person Name

9304 Rock Prairie Road

Street Address

College Station, Texas 77845

City, State Zip

(979) 764-5408

Telephone Number

(979) 694-5636

Fax Number

mpantel@csisd.org

Primary Person Email Address

Julie Holliday

Secondary Person Name

jholliday@csisd.org

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the EPIC 6 website and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity.

RESOLUTION

STATE OF TEXAS

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TO THE REGION VI
EDUCATION SERVICE
CENTER

WHEREAS, the Board of Trustees of College Station ISD, College Station, Texas,
(Named Public Agency) (City)
pursuant to the authority granted by Texas Government Code §791, §2269, and Texas Education Code §44.031, desires to participate in the described purchasing cooperative offered by the Region VI Education Service Center, and in the opinion that by participating in this purchasing cooperative, is an efficient use of taxpayers' money through the anticipated savings to be realized; and

WHEREAS, the purchasing cooperative will allow the Public Agency to purchase a variety of products through its previously competitively procured proposals; and

WHEREAS, the Region VI Education Service Center, as established under Chapter 8 of the Texas Education Code, has assisted many educational institutions with a variety of needs and EPIC6 is an extension of those efforts;

NOW THEREFORE BE IT RESOLVED that the College Station ISD requests a stated need for participation in: *(Named Public Agency)*

[X] Educational Purchasing Interlocal Cooperative at Region 6 (EPIC6)

Whereby Mark Pantel is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of College Station ISD.
Name of Authorizing Person (Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the College Station ISD and is filed on record at the EPIC 6 office.
(Named Public Agency)

In witness thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 20__.

By: _____
(Authorizing Signature)
Valerie Jochen

(Printed Authorizing Name)
Board President

(Title)

This legal document will remain current on file until either party severs the agreement.