

COLLEGE STATION I.S.D.  
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(979) 764-5408

**PURCHASING OFFICE**

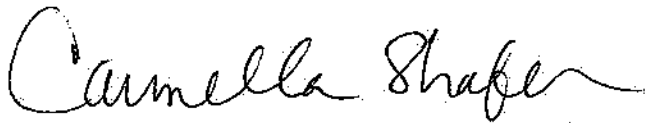
**INTER-DEPARTMENTAL MEMO**

TO: Mike Martindale  
SUBJECT: Membership in the Omnia Partners Purchasing Cooperative  
DATE: September 6, 2019

The Omnia Partners Purchasing Cooperative is another cooperative purchasing program that was established to identify qualified vendors of goods and services, comply with state and federal bidding requirements and to relieve the burdens of governmental purchasing by realizing economies of scale.

Membership in the Omnia Partners Purchasing Cooperative is free and is open to local governments, nonprofits and other political subdivisions of the State of Texas and United States. Membership requires the governing body to approve and sign the attached Interlocal Agreement and Resolution.

It is the recommendation of Carmella Shafer, Director of Purchasing that we join the Omnia Partners Purchasing Cooperative. This agreement shall remain in effect from the date of signature and shall be automatically renewed unless either party gives written notice of non-renewal.



Carmella Shafer, Director of Purchasing

## RESOLUTION

WHEREAS, it is the intent of College Station Independent School District (CSISD) to join and participate in the Omnia Partners Purchasing Cooperative, being organized and administered by the Omnia Partners.

WHEREAS, authority for this commitment is authorized by Article 791.011 Interlocal Cooperation Act as amended and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

BE IT RESOLVED, that College station Independent School District (CSISD) Board of Trustees hereby joins in and elects to participate in the Omnia Partners Purchasing Cooperative being organized and administered by the Omnia Partners and recognizes that there will be no fee for participation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, COLLEGE STATION, TEXAS

- Section I. The term and conditions of the agreement having been received by the Board of Trustees of College Station Independent School District and found to be acceptable and in the best interest of CSISD and its citizens or hereby in all things approved.
- Section II. Director of Purchasing of CSISD under the direction of the Board of Trustees of CSISD in all matters related to the Omnia Partners Purchasing Cooperative including the designation of specific contracts in which CSISD desires to participate.
- Section III. This resolution shall become effective from and after its passage.

We certify the foregoing is a true and correct copy of the resolution duly adopted by College Station Independent School District, of College Station, Texas.

This resolution shall take effect immediately upon passage.

DULY PASSED AND APPROVED THIS THE 17<sup>th</sup> DAY OF September 2019.

ATTEST:

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Jeff Harris  
Board of Trustees President

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Geralyn Nolan  
Board of Trustees Secretary

# OMNIA PARTNERS



## **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, a Delaware corporation d/b/a OMNIA Partners Public Sector (“**OMNIA Partners**”) 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 OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on a OMNIA Partners Party website (such as [www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or [www.nationalipa.org](http://www.nationalipa.org) or any successor website), or by executing a copy of this Agreement.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, 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 OMNIA Partners 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 OMNIA Partners 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 or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
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, policies or procedures.
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 OMNIA Partners 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 OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners 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 purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing

or additional concessions for purchase of Products through a Master Agreement.

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 OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS 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 either 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 OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY**  
d/b/a OMNIA Partners Public Sector



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Sarah Vavra

\_\_\_\_\_  
Name

Sr. Vice President, Public Sector Contracting

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date