



VIC ROBERTS • Director of Business Operations
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APPROVED BY BOARD

DATE 3-9-2022 pl

DATE: March 9, 2022
TO: Board of Directors
FROM: Vic Roberts, Executive Director, Business Operations
RE: **Resolution No. 10 Intergovernmental Purchasing Cooperative**

School districts are authorized under RCW 39.34 to enter into cooperative agreements for the purchase of various supplies, equipment, and services. The District has membership in a number of purchasing cooperatives. The cooperatives have request for proposal processes whereby members can then purchase off those competitive prices. Under RCW 39.34, a district can enter into a cooperative agreement through resolution approved by the board.

The March 9th consent agenda includes a resolution to authorize the District to join the Equalis Group Purchasing Cooperative.

Recommendation: Approve Resolution No. 10 to join the Equalis Group Purchasing Cooperative.



Kennewick School District #17, 1000 West 4th Ave., Kennewick, WA 99336

**Resolution No. 10
2021 - 2022**

AUTHORIZING PARTICIPATION IN THE EQUALIS GROUP

WHEREAS, school districts in the State of Washington are authorized by RCW 39.34, to participate in joint cooperative purchasing programs for the purchase of various equipment, supplies and services; and

WHEREAS, Kennewick School District No. 17 desires to reduce costs in purchasing various equipment, supplies and services for use in the school district through competitively bid contracts; and

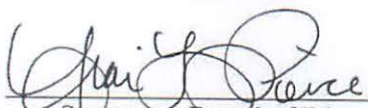
WHEREAS, the Kennewick School District recognizes that participation and purchasing of products through an Intergovernmental Cooperative Purchasing Agreement with Equalis Group will permit the District to access competitively solicited purchasing contracts offering a broad range of products and services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Kennewick School District No. 17, Benton County, Washington authorizes the Director of Business Operations or designee to participate and enter into an Intergovernmental Cooperative Purchasing Agreement with Equalis Group.

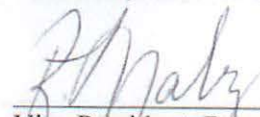
ADOPTED by the Board of Directors of Kennewick School District No. 17, Benton County, Washington.


Dated this 9th day of March 2022.

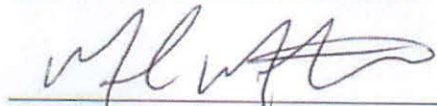
ATTEST:

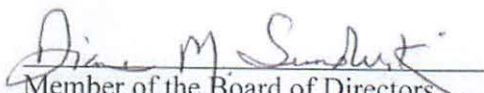

Secretary, Board of Directors


President, Board of Directors


Vice President, Board of Directors


Member of the Board of Directors


Member of the Board of Directors


Member of the Board of Directors



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member 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 party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



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, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily 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; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party 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. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted 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. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:	Kennewick School District #17		
Agency Type:	Education - Primary/Secondary/PreK-12 <input type="button" value="v"/>		
Agency Department:	Administration <input type="button" value="v"/>		
Street Address:	1000 W 4th Avenue		
City / St / Zip:	Kennewick	WA	99336
Phone #:	509-222-5074		
Federal Tax ID:	91-6001557		
Website URL:	https://www.ksd.org/		

Primary Contact Information	
Name:	Quana Billado
Title:	Purchasing Manager
Phone #:	509-222-5074
Email:	quana.billado@ksd.org
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of Kennewick School District #17, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	Quana Billado
Title:	Purchasing Manager
Date:	03/10/22

Signed:



Equalis Group Delivers *Public Sector Compliance*

Remain in Compliance with Equalis Group

The Public Sector procurement process is riddled with nuances and regulatory considerations established to safeguard how taxpayer dollars are spent. It is often overwhelming and confusing as purchasers navigate strict guidelines and a combination of local, state, and federal statutory requirements, but it doesn't have to be.

There are three compliant avenues for Public Sector entities to spend taxpayer dollars: 1) conducting stand-alone bids/RFPs/RFQs; 2) purchasing through State Term contracts; and, 3) buying through the types of competitively solicited cooperative agreements Equalis Group offers.

We leverage our extensive Public Sector procurement acumen and decades of experience to ensure our members remain compliant when utilizing our publicly procured cooperative agreements to save time and money.

Equalis Group partners with Lead Agencies, Region 10 Educational Service Center (**Region 10 ESC**) in Texas and The Cooperative Council of Governments (**CCOG**) in Ohio, to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and manufacturers are selected based on both qualitative criteria and pricing. We then establish compliant already-procured Master Agreements with these winning vendors that are available to public agencies nationwide.

Equalis Group's Compliant Solicitation Process

Step 1



Prepare Solicitation

Lead Agency identifies member needs

Step 2



Publish Solicitation

Lead Agency publicly advertises & proactively distributes solicitation

Step 3



Open Proposals

Vendors submit proposal responses

Step 4



Evaluate & Award

Lead Agency evaluates responses using transparent criteria & issues contract awards

Step 5



Establish Master Agreement

Lead Agency negotiates final contract & posts on www.EqualisGroup.org



In short, Equalis Group collaborates with our Lead Agencies to deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i)* quickly acquire the products and services they need; *ii)* receive better pricing through the collective buying power of Equalis Group Members; and, *iii)* save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

Created by Public Sector Organizations for Public Sector Organizations



Who is Equalis Group?

Equalis Group is a Member-Driven, Supplier-Centric organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

We leverage Equalis Group members' combined buying power to command better pricing and favorable contract

terms from suppliers. We develop and administer a diverse portfolio of cooperative purchasing programs that cover a wide range of products and services and provide our members with a legal and compliant exemption to the bid/request for proposals (RFP) process.

Each program in our rapidly growing portfolio provides our members with contracting compliance and the ability to configure the solution that best meets their individual needs while achieving the lowest Total Cost of Ownership.

Time Saved through Equalis Group = More Resources for You to Invest

How many hours and over how many weeks or months does your team invest in a typical solicitation process? How many solicitations does your organization publish each year? How much time and effort can your organization save by leveraging Equalis Group's already-procured portfolio of programs? In what ways can you re-invest that saved time and energy to fulfill your organization's purpose?

Your Solicitation Process Today



Your Implementation Process with Equalis Group



Become a Member of Equalis Group

If you are not already a member, you can join Equalis Group in just minutes and immediately access our portfolio of cooperative purchasing programs. Simply visit www.equalisgroup.org/member-registration to get started. There are no dues, fees, or obligations.

Quana Billado

From: Nancy Burns <nburns@equalisgroup.org>
Sent: Monday, March 21, 2022 9:17 AM
To: Quana Billado
Subject: Welcome to Equalis Group - New Membership Information

CAUTION!

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you believe this is a phishing attempt, please forward it to phishing@ksd.org.

You now have access to Equalis Group's entire portfolio of contracts.

Email not displaying correctly?
[View it in your browser.](#)

Welcome!

Equalis Member ID: EG-0004571

Quana Billado,

Welcome to Equalis Group and thank you for becoming a member. As a member of our organization, you now have access to a rapidly growing portfolio of cooperative purchasing programs that may be leveraged by anyone in your organization as a compliant exemption to conducting a request for proposals process. Let's get started.



Explore Programs

The continued commitment of Equalis Group is to help you fulfill your mission efficiently and cost-effectively. Each of our programs provides contracting compliance and the ability to configure the best solution that meets your individual needs while achieving the lowest total cost of ownership.

EXPLORE OUR PROGRAMS 



How to Purchase

The utilization of cooperative purchasing programs should not create any additional burdens as you procure the products and services your organization needs to operate. To begin utilizing an Equalis Group program, simply contact the awarded supplier and reference that supplier's unique contract number which may be found at www.equalisgroup.org/contracts.

If you have any questions regarding your membership, or need any assistance, please do not hesitate to contact me directly at 602.617.5016 or NBurns@EqualisGroup.org.

Kindly,
Nancy (Davis) Burns, Regional Director
Equalis Group



Visit us at www.Equalisgroup.org

[update subscription preferences](#)

Nancy (Davis) Burns

Regional Director, Equalis Group

c: 602.617.5016

e: NBurns@EqualisGroup.org



www.EqualisGroup.org

[Member Registration - Equalis Group](#)