

Subject: Resolution #757 -- Authorizing the Mayor to enter into a master intergovernmental cooperative purchasing agreement with Omnia Partners for Piggybacking

Dept. Origin: Mayor's Office/Special Projects Manager

Prepared by: Jennifer Robertson
 City Attorney's Office

For Agenda of: September 20, 2022

Exhibits: Resolution #757 with attached contract

Proposed Council Action:

Approve Resolution #757.

	Initial & Date
Concurred by Mayor:	_____
Approved/form by City Atty:	<u>JSR/9-16-22</u>
Approved by City Engineer:	_____
Approved by Department Head:	_____

INFORMATION / BACKGROUND

Resolution No. 756 will update the City's Procurement Policies to allow expanded use of piggybacking in accordance with State law. The City would like to also enter into an agreement with Omnia Partners which is a cooperative for government contracts in accordance with the updated piggybacking policy. A copy of the agreement with Omnia Partners is attached to Resolution No. 757. The primary purpose for entering into the cooperative is to access supplies from GraybaR. GraybaR has been the City's "go to" supplier for electrical equipment. The prices through Omnia Partners arise out of a contract between GraybaR and Kansas City, MO which has fully complied with Washington public bidding laws. By piggybacking onto this contract, the City will not only get better pricing than it has enjoyed in the past when doing the public bidding itself, but it will save considerable staff time and resources by not having to go through that process every time it desires to purchase some electrical supplies.

In addition to the GraybaR contract, the Omnia Partner agreement will give the City access to many other contracts that may be a potential source of public works services and supplies. Each contract that the City wants to use through Omnia Partners will need to be vetted individually to ensure that the Washington bidding laws have been complied with.

FISCAL CONSIDERATION

There is no cost to enter into an agreement with Omnia Partners but doing so will potentially save the City time and money by allowing access to other public works and purchasing contracts that the City can piggyback onto to meet its public works needs.

Purchasing supplies under the GraybaR contract through Omnia Partners is an expense but will be at better pricing. The authorization for purchasing under the GraybaR contract is limited to the amounts in the City's budget for the year of purchase.

RECOMMENDATION / MOTION

Approve Resolution #757.

MOTION: I move to approve Resolution #757 authorizing the Mayor to enter into an agreement with Omnia Partners for access to its cooperative for public works and purchasing piggybacking.

RESOLUTION NO. 757

**A RESOLUTION OF THE CITY OF RUSTON,
WASHINGTON, AUTHORIZING THE MAYOR TO ENTER
INTO A MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT WITH
OMNIA PARTNERS.**

WHEREAS, the City Council adopted Resolution No. 756 updating the City's Procurement Policies to allow expanded use of piggybacking in accordance with State law; and

WHEREAS, Omnia Partners is a master intergovernmental cooperative which the City may join in order to access certain government contracts in accordance with the updated piggybacking policy; and

WHEREAS, GraybaR has historically been the City's "go to" supplier for electrical equipment; and

WHEREAS, through Omnia Partners, the City can access a contract between GraybaR and Kansas City, MO which has fully complied with Washington public bidding laws; and

WHEREAS, by piggybacking onto this contract, the City will not only get better pricing than it has enjoyed in the past when doing the public bidding itself, but it will also save considerable staff time and resources by not having to go through that process every time it desires to purchase some electrical supplies; and

WHEREAS, in addition to the GraybaR contract, the Omnia Partner agreement will give the City access to many other contracts that may be a potential source of public works services and supplies, however, each contract that the City wants to use through Omnia Partners will need to be vetted individually to ensure that the Washington bidding laws have been complied with; and

WHEREAS, there is no cost to enter into an agreement with Omnia Partners but doing so will potentially save the City time and money by allowing access to other public works and

purchasing contracts that the City can piggyback onto to meet its public works needs; and

WHEREAS, the City Council finds it in the best interest of the City to enter into the Master Intergovernmental Cooperative Purchasing Agreement With Omnia Partners in substantially the form attached to this Resolution No. 757; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF RUSTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Mayor’s Execution Authorized. The Mayor is authorized to enter into the contract with Omnia Partners in substantially in the form attached hereto as Exhibit “1”.

Section 2. Purchasing via the GraybaR Contract Authorized. The Mayor is further authorized to utilize the GraybaR Agreement available under the Omnia Partners cooperative for purchase of materials and supplies for the City, provided that such purchases are within the City’s budget for the year of purchase.

RESOLVED this 20th day of September, 2022.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: 09/16/2022

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: 757

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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 and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, 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 the OMNIA Partners website (www.omniapartners.com/publicsector (www.omniapartners.com/publicsector?hsLang=en) 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(j), 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; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.
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, provided that the purchase of Products through the OMNIA Partners Parties 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) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

By checking this box, I indicate that I have read and agree to the Terms and Conditions

By checking this box, I indicate that I have read and understand our [Privacy Notice](#)

(<https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Website-Privacy-Notice.pdf?hsLang=en>) and accept and agree to be bound by these [Terms of Use](#) (<https://info.omniapartners.com/hubfs/Policies/OMNIA-Partners-Terms-of-Use.pdf?hsLang=en>)

CONTINUE