

**RESOLUTION**  
Of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2015-141

Council Meeting Date: 03-23-2015

Date Adopted: 03-23-2015

TITLE: RESOLUTION AUTHORIZING THE BOROUGH OF NEW PROVIDENCE TO ENTER INTO A NATIONAL COOPERATIVE PRICING AGREEMENT WITH U.S COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Councilperson Madden submitted the following resolution, which was duly seconded by Councilperson Muñoz

WHEREAS, the New Jersey Department of Community Affairs (DCA) permits municipalities to purchase goods or contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement; and

WHEREAS, the DCA has issued a Local Finance Notice, LFN 2012-10, dated May 14, 2012, identifying the process for municipalities to utilize a National Cooperative Contract; and

WHEREAS THE Borough Engineer has recommended upgrades to the electrical system at the wastewater treatment facility; and

WHEREAS the Borough Engineer determined that the use of a cooperative pricing agreement will result in cost savings for the project known as upgrades to the electrical system at the wastewater treatment facility.

NOW THEREFORE BE IT RESOLVED, that it is in the best interest of the Borough of New Providence to become a member of the U.S Communities Government Purchasing Alliance, a National Cooperative Purchasing Agreement.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Borough Administrator and Borough Clerk are hereby authorized to execute the attached agreement for such membership.

APPROVED, this 23<sup>rd</sup> day of March, 2015.

## RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 23<sup>rd</sup> day of March, 2015.

Wendi B. Barry, Borough Clerk



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

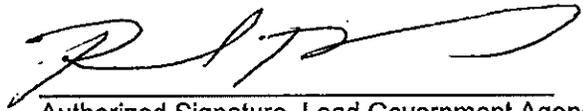
1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

## Lead Public Agency Certificate

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Fresno Unified School District (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

A handwritten signature in black ink, appearing to be "R. J. ...", written over a horizontal line.

Authorized Signature, Lead Government Agency

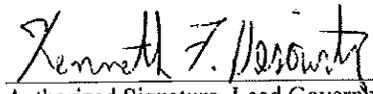
7-31-12

Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

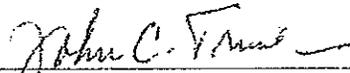
  
Authorized Signature, Lead Government Agency

12-6-07  
Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

JOHN C. TRUNK

PROCUREMENT SERVICES DIRECTOR

Name and Title of Signer

10-23-03

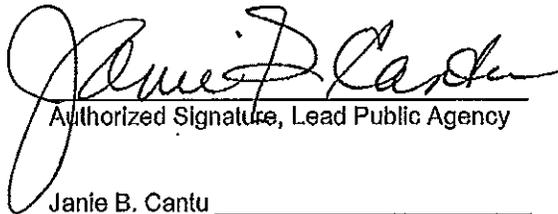
Date

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of City of San Antonio [PA] (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

Janie B. Cantu \_\_\_\_\_  
Printed Name

4/10/09  
Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Date

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

*Cathy A. Muse*

Authorized Signature, Lead Government Agency

*April 15, 2009*

Date

LEAD PUBLIC AGENCY CERTIFICATE  
(U.S. Communities/Canadian Communities)

I hereby acknowledge, on behalf of North Carolina State University (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities and Canadian Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers, U.S. Communities and Canadian Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Sharon D. Lawson North Carolina State University  
Director, Materials Management

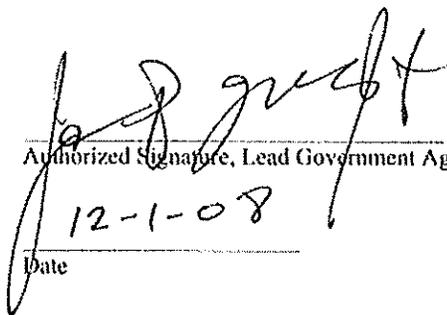
12 / 10 / 2012

Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the City/County of Denver, (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

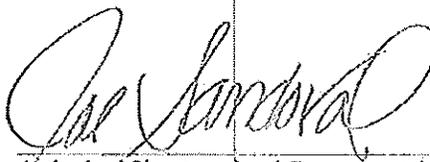
I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
Authorized Signature, Lead Government Agency  
12-1-08  
\_\_\_\_\_  
Date

**EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

by:

Joe Sandoval, Division Manager  
Purchasing & Contract Services  
County of Los Angeles

1-2-06

Date

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Cobb County, Georgia (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

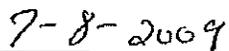
I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Printed Name

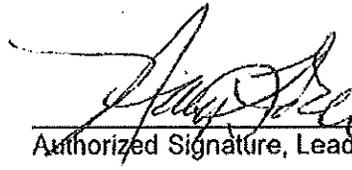


Date

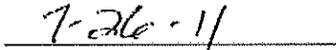
**LEAD PUBLIC AGENCY CERTIFICATE  
(U.S. Communities/Canadian Communities)**

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities and Canadian Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers, U.S. Communities and Canadian Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

A handwritten signature in black ink, appearing to be "John J. Kelly", written over a horizontal line.

Authorized Signature, Lead Government Agency

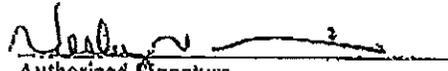
A handwritten date "7-26-11" written in black ink over a horizontal line.

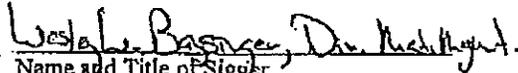
Date

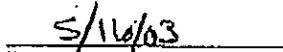
**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature

  
Name and Title of Signer

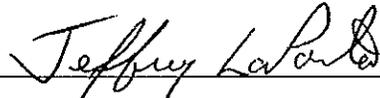
  
Date

LEAD PUBLIC AGENCY CERTIFICATE

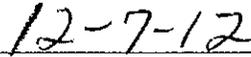
(U.S. Communities/Canadian Communities)

I hereby acknowledge, on behalf of Harford County Public Schools (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities and Canadian Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers, U.S. Communities and Canadian Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
Jeff LaPorta, Harford County Public Schools



\_\_\_\_\_  
Date

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
CERTIFICATE**

I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



\_\_\_\_\_  
Authorized Signature, California Statewide  
Communities Development Authority

Secretary  
Title

6/27/07  
Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Barron County, Wisconsin (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products or Services under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Mark Servi, Highway Commissioner  
Barron County

10/29/2013

Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of Mesquite, Texas (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products or Services under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Le Sealey, Manager of Purchasing  
City of Mesquite

10/29/13

Date

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Dane County, Wisconsin (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products or Services under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Charles Hicklin, Controller  
Dane County

10/29/13

Date

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Clayton H. Wilson  
Authorized Signature, Lead Government Agency

7/22/13

Date

## Lead Public Agency Certificate

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of Newport Beach (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products or Services under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



City of Newport Beach

Authorized Signature, Lead Government Agency

6-11-14

Date