

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2016-166

Council Meeting Date: 05-23-2016

Date Adopted: 05-23-2016

TITLE: RESOLUTION AUTHORIZING THE BOROUGH OF NEW PROVIDENCE TO ENTER INTO A COOPERATIVE PURCHASING CONTRACT WITH THE KEYSTONE PURCHASING NETWORK

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

WHEREAS, P.L.. 2011, C. 139 authorizes contracting units to enter into an Interlocal contract for Cooperative purchasing to utilize national cooperative contracts as a method of procurement; and

WHEREAS, the Keystone Purchasing Network has offered voluntary participation in an Interlocal Contract for Cooperative Purchasing for the purchase of goods and services; and

WHEREAS, upon review of the goods and services available to the Borough through the Keystone Purchasing Network it is in the best interests of the Borough to become a member.

NOW, THEREFORE BE IT RESOLVED the Mayor and Borough Council of the Borough of New Providence in the County of Union and State of New Jersey, approve and authorize participation in a Cooperative Purchasing Contact with the Keystone Purchasing Network for the provision and performance of goods and services and the Mayor is hereby authorized to enter into said contract.

APPROVED, this 23rd day of May, 2016.

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 23rd day of May, 2016.

Wendi B. Barry, Borough Clerk



MEMBERSHIP APPLICATION FORM

Membership in the Keystone Purchasing Network (KPN) is as simple as completing this application form, at no cost to the Agency. The Terms of Membership Agreement are listed on the back of this page. Submit this form to a KPN representative, fax to (570) 524-5600, or scan and email to info@theKPN.org or mail to KPN/90 Lawton Lane/Milton, PA 17847.

PLEASE PRINT CLEARLY

AGENCY NAME STATE

HOW DID YOU LEARN ABOUT KPN?

TYPE OF AGENCY (check one):

TAX-EXEMPT NONPROFIT EDUCATIONAL INSTITUTION. Enrollment

Circle or underscore type: School District, Charter School, Nonpublic/Parochial School, Nonprofit Preschool/Early Child, CTC/AVTS/Technical High School, Nonprofit Post-Secondary Technical School/Institute, Higher Education, Regional Educational Service Agency/Intermediate Unit,

Other (Describe)

PUBLIC LIBRARY POLITICAL SUBDIVISION AGENCY OF THE UNITED STATES

TAX-EXEMPT NONPROFIT PUBLIC HEALTH INSTITUTION OR ORGANIZATION

NONPROFIT FIRE/AMBULANCE/RESCUE CO. PUBLIC AUTHORITY STATE PURCHASING AGENCY

OTHER ENTITY THAT EXPENDS PUBLIC FUNDS FOR THE PROCUREMENT OF SUPPLIES, SERVICES AND

CONSTRUCTION. Describe:

AGENCY WEBSITE: http://

CONTACT INFORMATION

CHIEF CONTACT: Mr. Ms. Mrs. Dr. Rev. Other

FULL NAME

POSITION IN AGENCY

E-MAIL ADDRESS @

OFFICE TELEPHONE () EXT.

OFFICE ADDRESS

CITY STATE ZIP

SHIPPING ADDRESS (if different from above)

ADDITIONAL AGENCY INFORMATION

SUPERINTENDENT/PRESIDENT/CEO email

CFO/BUSINESS MANAGER email

BLDGS/ GRNDS MGR phone email

ATHLETIC DIRECTOR email

FOOD SERVICE DIRECTOR email

STATEMENT AND SIGNATURE

I have read and understood the KPN Terms of Membership Agreement on the back of this form and agree to be bound by these terms. I am authorized to apply for membership on behalf of my Agency.

SIGNATURE DATE

TERMS OF MEMBERSHIP AGREEMENT

1. The Keystone Purchasing Network (KPN) is a program initiative of the Central Susquehanna Intermediate Unit (CSIU), 90 Lawton Lane, Milton, PA 17847. KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§1901 et seq., as the same may be amended from time to time (the "Act"), for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such eligible organizations are located inside or outside of the Commonwealth of Pennsylvania. Eligible organizations under the Act include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions, tax-exempt nonprofit public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction. By entering into this Membership Agreement, Member Agency does hereby attest and affirm that it is an eligible organization under the Act.
2. KPN has conducted the steps of bidding and awarding contracts to vendors who are required to offer their best agency discounted prices and most responsible services to KPN members.
3. It is the sole responsibility of each Member Agency to adhere to its state's procurement statutes as they apply to cooperative purchasing or joint power agreements, with in-state and out-of-state public agencies.
4. Membership in KPN is free.
5. In the use of each KPN contract, the Member Agency shall adhere to the terms and conditions of the contract, including without limitation the order placement procedures provided by each official KPN Contract Vendor.
6. It is the sole responsibility of the Member Agency to accept delivery of supplies, construction and/or services, and the Member Agency hereby agrees to make timely payments to each KPN Contract Vendor for supplies, construction and/or services purchased under the KPN program. Under no circumstances shall any other Member Agency or the CSIU be responsible for payments on account of an individual Member Agency's purchases, it being the intent hereof that any such purchases shall constitute the separate agreement of each participating Member Agency with the particular Contract Vendor. Any disputes that may arise between the Member Agency and the KPN Contract Vendor are to be resolved between the Member Agency and the Contract Vendor. The CSIU will endeavor to facilitate a resolution between the Member Agency and the Contract Vendor.
7. The CSIU may make improvements or changes to the KPN program, or terminate the KPN program at any time. The CSIU may modify this Membership Agreement at any time, and such modifications shall be effective immediately upon distribution of the modified agreement. Notification of any such improvements or changes to the KPN program, termination of the KPN program, or modifications to this Membership Agreement may be distributed to Member Agencies via e-mail. Member Agency agrees to review the notices of any improvements, changes or modifications prior to entering into a contract with a Contract Vendor and entry into a contract shall be deemed acceptance of such improvements, changes or modifications. Member Agency may cancel its membership in KPN by providing thirty (30) days prior written notice to the CSIU at the address listed in Section 1 of this Membership Agreement.
8. This Membership Agreement, together with any additional improvements, changes, or modifications referenced in Section 7 hereof constitutes the entire agreement and understanding between the CSIU and the Member Agency. This Membership Agreement shall not be altered, changed or amended by the Member Agency, except by written addendum executed by the CSIU and Member Agency.
9. The Member Agency is not obligated to use KPN contracts or make purchases in order to retain membership.
10. The CSIU will use Membership Agency contact information to announce updates and new opportunities. Occasionally, KPN Contract Vendors may contact Member Agencies to announce special discounts. The CSIU will not sell or share contact information with any other third party for commercial purposes unrelated to KPN. The CSIU reserves the right to disclose non-specific aggregate Member Agency information, such as geographic spread of membership and number and types of members to third parties.
11. In no event shall the CSIU be liable for any special, indirect, punitive, incidental, exemplary, reliance or consequential damages or any damages whatsoever resulting from loss of use, business, data or profits, litigation and the like, whether based on breach of contract, tort (including negligence), product liability or otherwise. Any liability of the CSIU under this Membership Agreement shall be limited to direct, actual damages only. Member agency acknowledges that the limitations set forth above are fundamental elements of this membership agreement and KPN would not be provided to Member Agency absent such limitations.