

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE June 16,2020

NUMBER 259-2020

**TITLE: A RESOLUTION AUTHORIZING THE CITY OF ORANGE TOWNSHIP TO ENTER INTO A VOLUNTARY COOPERATIVE PRICING SYSTEM WITH NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) FOR THE PURCHASE OF GOODS AND SERVICES.**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into a voluntary cooperative pricing for its administration; and

**WHEREAS**, National Cooperative Purchasing Alliance (NCPA), (the "Lead Agency") has offered voluntary participation in a cooperative pricing system for the purchase of goods and services; and

**WHEREAS**, this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the City of Orange Township.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE TOWNSHIP**, that pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor and the City of Orange is hereby authorized to enter into a voluntary Cooperative Pricing Cooperative Pricing System with the Lead Agency.

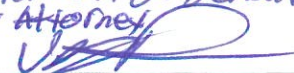
**BE IT FURTHER RESOLVED** that the Lead Agency shall be responsible for complying with the provisions of the Local Contracts Law (N.J.S.A. 0A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

**BE IT FURTHER RESOLVED** this resolution shall take effect immediately upon passage.

**Adopted:**

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**Joyce L. Lanier**  
City Clerk

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**Tency A. Eason**  
Council President

*Virginia Parchment on behalf of  
the City Attorney*  
  
\_\_\_\_\_  
CITY ATTORNEY

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Tecta America

ThyssenKrupp Elevator Americas

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Engineered Floors

Sherwin Williams

TDIndustries

ABM

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Accruent

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Voss Lighting

BOXX Modular

Midwest Mechanical

Hi-Line

JJ Kane

Waibel Energy Systems

Fortiline Waterworks

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Midstate Energy

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84 Lumber

CS Group

HTS

RDI Mechanical

HB Mechanical

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AET Environmental

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Iron Age Designs

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IAP Government Services Group

NeedThese

TruLite

Construction

HITT Contracting

CORE Construction

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Skyline Builders & Restoration

SDB Contracting Services

F.H. Paschen

EstimatingPlus

GCON

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FieldTurf

Vasco Sports Contractors

ATC CORP

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All-American Arena Products

Grand Slam Safety

Cape and Island

Nidy Sports Construction

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S and S Worldwide

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Palos Sports

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ARI Phoenix

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SurfaceWorks

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AmTab

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Adani

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Convergint Technologies

Vigilant Solutions

Food

Hockenbergs

Environmental

Daniel B. Stephens & Associates

Sierra Container

AET Environmental

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# MICPA

## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

## **RECITALS**

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WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

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

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.
2. That the procurement of Products 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 bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. 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 Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. 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 the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

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Is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

As to Form and Sufficiency

City of Orange Township

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Joyce L. Lanier  
City Attorney

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Honorable Dwayne D. Warren, Esq.  
Mayor

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Gracia R. Montilus  
City Attorney

National Cooperative Purchasing Alliance

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