# CITY OF VINELAND, NJ

# RESOLUTION NO. 2024- 341

A RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE INTER-LOCAL PURCHASING COOPERATIVE (BUYBOARD) A NATIONAL COOPERATIVE AND AUTHORIZING THE USE OF CONTRACTS OF THE SYSTEM'S VENDORS FOR CALENDAR YEAR 2024.

WHEREAS, N.J.S.A. 52:34-6.2 (b) P.L. 2011, c.139 was enacted into law permitting agencies to use national purchasing cooperatives; and

WHEREAS, the City of Vineland desires to become a member of The Inter-local Purchasing Cooperative BuyBoard (a National Cooperative) in order to effect substantial economies in the purchase of materials, supplies and services; and

WHEREAS, BuyBoard has contracted with the various vendors for various contracts; and

WHEREAS, the City of Vineland has the need, on a timely basis, to purchase goods or services by utilizing BuyBoard Contracts & Vendors; and

WHEREAS, the City of Vineland may enter into contractual agreements The Inter-local Purchasing Cooperative BuyBoard Contract Vendors through this resolution and properly executed contracts/purchase orders, which shall be subject to all the conditions applicable to the current New Jersey Local Public State Contracts Law; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Vineland, New Jersey authorizes the City Purchasing Agent to purchase certain goods or services from those approved through The Inter-local Purchasing Cooperative (BuyBoard) a National Cooperative, pursuant to all conditions of the individual contracts and in compliance with New Jersey State Public Contracts Law; and

BE IT FURTHER RESOLVED, that BuyBoard vendors and their corresponding contracts may change during the timeframe indicated below and that the City Purchasing Agent is hereby authorized to make the necessary adjustments to the vendor list as may be required for the City to continue its routine procurement practices throughout the indicated timeframe; and

BE IT FURTHER RESOLVED, that the City Council of the City of Vineland, pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds and that no contract amount shall be chargeable or certified until such times as the goods or services are ordered or otherwise called for prior to placing the order and a certification of availability of funds shall be made by the City's Chief Financial Officer; and

BE IT FURTHER RESOLVED that the duration of the contracts between the City of Vineland and The Inter-local Purchasing Cooperative (BuyBoard) a National Cooperative Contract Vendors shall be for Calendar Year 2024 or until the expiration of the referenced vendors' Contract, whichever shall occur first.

Adopted:



# WHAT BUYBOARD® CAN DO FOR YOU

Combining the purchase power of local governments provides members—big and small—the leverage to achieve better pricing on products, equipment, and services they use every day. There is power in numbers, and BuyBoard has delivered the vast economies of scale in purchasing products and services to members since 1998.

# VALUE AND CHOICE

With a wide range of contracts available, members will find almost everything needed to support their organization. The BuyBoard philosophy has always been that members know best which products they need, and the choice of vendor is their decision to make.

# MEMBER GOVERNED

The Cooperative is governed by an eight-member board of directors representing members from different parts of the country. The board's only function is to govern the Cooperative and award all the contracts directly with no delegation of authority to staff.

### **EFFICIENCY AND COST SAVINGS**

Because the competitive procurement process has been completed, members save time and resources that would have been spent preparing and conducting a formal RFP. Cost savings can be achieved through the competitive price of the product and the reduction of internal administrative time and effort.

# ONE-STOP SHOP FOR PROCUREMENT

### COMPLIANCE AND TRANSPARENCY

BuyBoard contracts have already been through a competitive procurement process, saving members the time and cost of preparing RFPs and bids. In many states, a purchasing cooperative enables public entities governed by competitive bidding requirements to take advantage of proposals awarded by a cooperative.

This provides members compliance with local and state procurement requirements and a documented audit trail. Transparency in the procurement process is treated with a high degree of focus and is of paramount importance. All vendors are treated on equal terms and are on the same plane of competition.

# REQUEST FOR QUOTES (RFQ) APPLICATION

BuyBoard's RFQ functionality allows members to request pricing on volume needs from multiple vendors. This convenient and efficient process can be finalized in a matter of days, versus weeks or months, for a typical formal bid/proposal.

# SUPPORT OF PUBLIC EDUCATION AND LOCAL GOVERNMENTS

BuyBoard was created to support and serve public schools, municipalities, counties, and all types of local government agencies and nonprofits. That support and service is evidenced in the list of organizations that sponsor the BuyBoard and in turn support their respective membership. Purchasing through the BuyBoard means your agency is helping to support the statewide organizations that support you.



Contact David Ricketts to see how the BuyBoard can help you save money! david.ricketts@buyboard.com | (913) 424-5758





# NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between the National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity ("Cooperative Member").

# I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

### II. TERMS AND CONDITIONS

- 1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.
- 2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.



# Termination.

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.
  - (b) By the Cooperative. The Cooperative may terminate this Agreement by:
- (1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or
- (2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.
- 4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
- 5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.



- 6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
- 7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
- 8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

# III. GENERAL PROVISIONS

- 1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
- 2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
- 3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,



policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

- 4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.
- 5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
- 6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
- 7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.
- 8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
- 9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
- a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
- b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.



- d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
- 10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, ("COOPERATIVE AND ASSOCIATES") DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
  - a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically



used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]



WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

By:		Date:
Dan Troxell, Ph.D Assistant Secretary	· /	
COOPERATIVE MEN	MBER:	
[Signature required unle	ess accepted as an Amendment by Notice as de	escribed in the Agreement.]
(Government Entity Nan	ne)	
By:	zed representative of Cooperative Member	Date:
Signature of authorit	zed representative of Cooperative Member	
Printed name and tit	le of authorized representative	
Coordinator for the Coop	perative Member is:	
	Name	_
	Title	_
	Titte	
	Mailing Address	_
	City	
	State Zip Code	-
	Telephone	-
	Fax	_
	Email	



# National Cooperative (/National.aspx)

#### **About Us**

#### How to Join

#### Resources

Home (https://www.buyboard.com/National.aspx)

About Us (https://www.buyboard.com/National/About-Us.aspx)

How to Join (https://www.buyboard.com/National/How-to-Join.aspx)

Resources (https://www.buyboard.com/National/Resources.aspx)

BuyBoard Documentation for National Members (https://www.buyboard.com/National/Resources/BuyBoard-Documentation-for-National-Members.aspx)

Federal Fund Information and Advisories for National Members (https://www.buyboard.com/National/Resources/Federal-Fund-Information-and-Advisories-for-Nation.aspx)

Purchase Order Process (https://www.buyboard.com/National/Resources/Purchase-Order-Process.aspx)

Home (/national.aspx) > Resources (/national/resources.aspx) > Purchase Order Process

#### **Purchase Order Process**

#### **Introducing BuyBoard Direct**

BuyBoard Direct is a new way to purchase, providing seamless integration between BuyBoard and vendor websites. Some key benefits for members include:

- · Starting your purchase from within BuyBoard and shopping seamlessly on vendor websites
- · Reducing back-and-forth emails with vendors about pricing and product availability
- · Saving cart details, purchase requests, and orders automatically in BuyBoard
- · Cutting back on time spent researching and reporting transactions
- Eliminating double entry or extra reconciliation with BuyBoard

Are you a Skyward eCommerce user? Skyward users experience all the same great benefits with the bonus of starting in the Skyward system.

Start shopping Direct now (https://app.buyboard.com/)

#### Have questions about how to use BuyBoard Direct?

Reach out to your BuyBoard consultant, vendor@buyboard.com (mailto:vendor@buyboard.com), or attend one of the upcoming member training sessions.

#### BuyBoard Direct Member Virtual Training Sessions (via Zoom)

- Tuesday, July 16, 11:30 a.m. CT. Register now. (https://tasb.zoom.us/meeting/register/tZApdumrrD8pE9FTky3oO-\_rwDc3k3bOSNtL)
- Tuesday, July 16, 1 p.m. CT (Skyward-specific). Register now. (https://tasb.zoom.us/meeting/register/tZYscOGupzgvGtKs\_uHT67hcYYE39ifPh9hH)
- Thursday, July 18, 11 a.m. CT (Skyward specific). Register now. (https://tasb.zoom.us/meeting/register/tZ0uf-Grqj8tGN2yr7pKALBJvudYtAns3CDo)
- Thursday, July 18, 1 p.m. CT. Register now. (https://tasb.zoom.us/meeting/register/tZEscuGoqTsjGNXzWIn2HHw-pdci24Q3xRIW)

# Purchase Orders Dating Back to June 2023 are Now Being Accepted

We're excited to share that BuyBoard POs dating back to June 1, 2023, will be accepted until Aug. 31, 2024. Provide your organization with auditing backup. Submit your POs today!

#### Audit Your POs in the BuyBoard System

Review and ensure all your purchase orders have been documented within the BuyBoard system. To meet competitive procurement requirements, each purchase order must be documented. This provides your organization with auditing backup. Audit your BuyBoard POs by following the steps outlined below.

- Login (https://app.buyboard.com/) to the BuyBoard. Click 'Purchase' then 'Purchase Orders.'
- · The date range defaults to 30 days, so adjust the date range as needed.
- Missing POs can be emailed to <u>info@buyboard.com (mailto:info@buyboard.com)</u> with a notation of 'Confirmation Only-Do Not Duplicate.'

Upon receipt, the BuyBoard team will load the missing POs into the system. Check back in a few days to confirm that any missing POs have been documented.

#### How to Make BuyBoard Purchase

Option 1: BuyBoard Direct

Option 2: Traditional BuyBoard Purchasing Process:

1. Login at <a href="mailto:buyboard.com/login">buyboard.com/login</a> (https://nam04.safelinks.protection.outlook.com/?
url=https://3A%2F%2Ft.e2ma.net%2Fclick%2Ftq9n8f%2Fprjdmks%2Fx92mn0&data=05%7C01%7Ckristen.barchers%40tasb.org%7Cf4dde434655b45a5951308dl
search by contract name or number to view awarded vendors.

- 2. Choose a vendor based on your specific project requirements.
- 3. Issue your PO in the name of the awarded BuyBoard vendor.
- 4. Indicate on the PO "Per BuyBoard Contract ###-##" and email it to info@buyboard.com (mailto:info@buyboard.com).

P.O. Box 400, Austin, Texas 78767-0400

Ph: 800.695.2919. Email:info@buyboard.com

(mailto:info@buyboard.com)

Privacy Policy (/BuyBoard/Privacy-Policy.aspx).

Terms & Conditions of Use (/BuyBoard/Terms-Conditions-of-

Use.aspx).

buyboard.com is the official source of information on

BuyBoard-awarded contracts.

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