

RESOLUTION 15-R-25 to approve National Purchasing Partners (NPP) as a purchasing cooperative under the City's Procurement Code.

WHEREAS, the City of Murfreesboro has adopted a procurement code, Ordinances 13-O-38 and 14-O-55, adopting the provisions of State law (T.C.A. §12-3-1205) allowing the City to enter into agreements with other governmental entities for the joint exercise of purchasing authority as a means of meeting competitive bidding requirements; and,

WHEREAS, the National Purchasing Partners ("NPP") is a Cooperative Purchasing Organization (CPO) owned by Virginia Mason Medical Center and offers a portfolio of competitively bid, publicly awarded contracts to public entities; and,

WHEREAS, membership to NPP is free and there is no obligation to purchase; and,

WHEREAS, members of NPP have access to items such as lawn, construction, and playground equipment, office and industrial supplies, data communications, furniture, safety products, tires and more; and,

WHEREAS, the City wishes to make procurements through NPP; and,


WHEREAS, pursuant to T.C.A. §12-3-1205 (b)(2) a municipality may participate in a cooperative purchasing agreement by adopting a resolution accepting the terms of the master agreement and the NPP master agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. The City of Murfreesboro hereby adopts the terms of the master agreement for procurement through National Purchasing Partners ("NPP"), pursuant to T.C.A. §12-3-1205 (b)(2) and its procurement code.

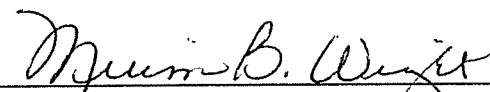
SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

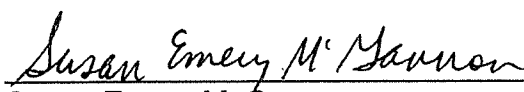
Passed: June 4, 2015


Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:


Melissa B. Wright
City Recorder City Attorney


Susan Emery McGannon

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, created by a nonprofit medical center, provides group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout the United States and Canada.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all Participating Agencies;

EXHIBIT A

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods 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 policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
 - b. The procuring party shall be responsible for the ordering of goods and services 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 parties harmless from any liability that may arise from action or inaction of the procuring party.
 - c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.
 - d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
 - e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.
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ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to the Lead Contract Agency.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.*

_____ Date: _____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

* In addition to execution of this Member Intergovernmental Cooperative Purchasing Agreement, all Participating Agencies must be registered members of NPP and/or FireRescue GPO in order to access NPP competitively bid contracts. Registration is fast and free. Go to www.nppgovernment.com or contact a customer service representative at 1-877-329-8847 or customerservice@nppgovernment.com.