

A RESOLUTION APPROVING EXEMPTION FROM THE COMPETITIVE BIDDING REQUIREMENTS THROUGH A CONTRACT WITH THE LEAGUE OF OREGON CITIES, THE LEAD CONTRACTING AGENCY FOR NATIONAL PURCHASING PARTNERS (NPP), AND DEERE & COMPANY; ISSUING A NOTICE OF INTENT TO AWARD CONTRACT WITH PAPÉ MACHINERY, INC., THE LOCAL JOHN DEERE DEALER; AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ENTER INTO A CONTRACT WITH PAPÉ MACHINERY, INC., NOT TO EXCEED \$27,000 TO PURCHASE A JOHN DEERE 3720 COMPACT TRACTOR WITH A 25A FLAIL MOWER ATTACHMENT.

WHEREAS, National Purchasing Partners (NPP), Seattle, Washington, is a cooperative purchasing organization offering a portfolio of competitively bid, and publicly-awarded contracts to its members locally and nationally; and

WHEREAS, Oregon Revised Statutes 279A.220 and Oregon Administrative Rules 137-046-0400 to 480 allow local governments access to competitively bid contracts using interstate cooperative procurements for the purchase of goods and services; and

WHEREAS, the City Council approved a request for membership with NPP at the October 9, 2013, City Council meeting; and

WHEREAS, NPP, through its Lead Contracting Agency, the League of Oregon Cities, conducted a formal, competitive Request for Proposals (RFP) for Lawn and Landscape Equipment (RFP No. 545) on January 9, 2013, that included cooperative language for members of LOC and NPP to use; and

WHEREAS, a contract was awarded to Deere & Company on April 8, 2013, with a condition that the Master Price Agreement's price, terms, and conditions could be assigned to NPP members that enter into a Intergovernmental Cooperative Purchasing Agreement (Exhibit A) with LOC; and

WHEREAS, the Master Price Agreement includes specifications for a John Deere 3720 Compact Tractor with a 25A Flail Mower attachment; and

WHEREAS, purchasing a John Deere 3720 Compact Tractor with a 25A Flail Mower attachment from a competitively bid, cooperative contract would not reduce competition or give favoritism, and provides the best available pricing for the equipment; and

WHEREAS, the Public Works Department is prepared to issue a Notice of Intent to Award the purchase of a John Deere 3720 Compact Tractor with a 25A Flail Mower attachment to Papé Machinery, Inc., the local John Deere Company dealer; and

WHEREAS, the Notice of Intent has to be advertised seven days prior to awarding the purchase; and

WHEREAS, if the City does not receive any formal protests to the Notice of Intent to Award, the Public Works Director may award the purchase of a John Deere 3720 Compact Tractor with a 25A Flail Mower attachment to Papé Machinery, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council authorizes the Public Works Department an exemption from the competitive bidding process for the purchase of a John Deere 3720 Compact Tractor with a 25A Flail Mower attachment through an existing contact between the League of Oregon Cities, the Lead Contracting Agency for NPP, and John Deere Company; and an Intergovernmental Cooperative Purchasing Agreement (Exhibit A) with the City of Albany; and

BE IT FURTHER RESOLVED that the Albany City Council authorizes the Public Works Department to issue a Notice of Intent to Award Contract with Papé Machinery, Inc., the local John Deere Company dealer; and

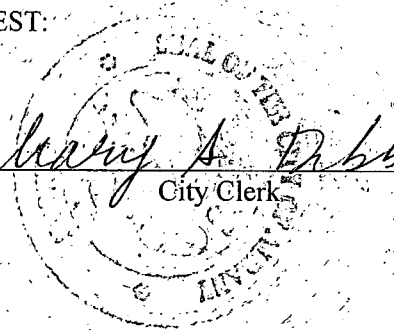

BE IT FURTHER RESOLVED that the Albany City Council authorizes the Public Works Director to enter into a contract not to exceed \$27,000 with Papé Machinery, Inc., to purchase a John Deere 3720 Compact Tractor with a 25A Flail Mower attachment, subject to no formal protests during the seven-day Notice of Intent to Award Contract.

DATED AND EFFECTIVE THIS 4TH DAY OF DECEMBER 2013.



Mayor

ATTEST:

City Clerk

Exhibit A

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between government entities and associated non-profit institutions 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, 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, is a subsidiary of two nonprofit health care systems, providing 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 North America.

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 NPP government members;

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. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or meeting Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

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.

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 NPP at 1100 Olive Way, Suite 900, Seattle, Washington 98101.

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.

SAMPLE DO NOT SIGN

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.

SAMPLE - DO NOT SIGN

_____ Date: _____

BY: _____

ITS: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Email: _____

Telephone No.: _____