



Growing Our Communities Together

Dan Ross
Executive Director

Nov. 20, 2013

Jan Marcason
Councilmember, Kansas City
President

Dear MML Member,

Bill Kolas
Mayor, Higginsville
Vice President

The Missouri Municipal League is pleased to introduce a new partnership with the BuyBoard program that can benefit you as a member municipality.

Susan McVey
Mayor Pro Tem, Poplar Bluff
Immediate Past President

Through this partnership, your city can save time and money with the benefit of a nationwide purchasing program. The BuyBoard Cooperative obtains competitive proposals on thousands of products and meets all state-level bid laws. The BuyBoard offers pricing on everything from pencils to public works equipment 24 hours a day, 7 days a week. There is no minimum purchase regulation, and participation is free.

The BuyBoard is an online purchasing cooperative designed to streamline the purchasing process and help its members make confident buying decisions. BuyBoard leverages the aggregate purchasing power of municipalities in several states to get you pricing that is unavailable on an individual basis. In addition, members save by reducing administrative and resource time.

All BuyBoard contracts have already been through a competitive procurement process, saving you the time and cost of bid preparation. This permits you to make your purchase immediately without waiting. Alternatively, cities may utilize the online RFQ (request for quote) function. This electronic request permits members to select numerous vendors when submitting requests. The RFQ can be finalized in as little as three to five days, rather than weeks, for a typical formal bid. Members can place orders on the secure website, email or fax purchase orders for same-day processing. Searches by vendor or product type are simple and quick on buyboard.com

You will recognize many well-known brand names on their product list. A wide range of items are available for your purchase. Items you may purchase monthly are available, as are items you may purchase only once a year or less.

Finally, we would like to get as many Missouri vendors involved with this program as possible. If you have vendors you use on a consistent basis and are pleased with their service/products, please have them contact me. Our goal is to provide savings opportunities for Missouri municipalities, and we are especially pleased that the BuyBoard program provides an opportunity for Missouri businesses to increase sales through access to municipal customers in other states.

BuyBoard will be contacting the appropriate administrative official for your city to discuss this no-cost, no-obligation program that could easily offset the cost of your MML membership dues through savings on items you regularly purchase.

If you have immediate questions about this offering or wish to be contacted directly, please contact me at MML or David Ricketts with BuyBoard (david.ricketts@buyboard.com or 913-424-5758).

Sincerely,

Missouri Municipal League

Dan Ross
Executive Director

1727 Southridge Drive ■ Jefferson City, MO 65109 ■ 573.635.9134 ■ 573.635.9009 fax ■ mocities.com ■ info@mocities.com

Endorsed by



What is the BuyBoard®?

The **BuyBoard®** is an online purchasing cooperative designed to streamline the purchasing process and help its members make confident buying decisions.

The National Purchasing Cooperative's **BuyBoard®** is an administrative agency created in accordance with the Maryland Annotated Code, State Finance and Procurement, Section 13-110 (West 2009), and the Rhode Island General Laws, Section 16-2-9.2 (2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with the bidding requirements in many states, and to identify qualified vendors of commodities, goods, and services.

Save money.

There is power in numbers! By combining their purchasing power, BuyBoard members are able to leverage better pricing from vendors they may already use. In addition, members save by reducing administrative and resource time.

Save time.

BuyBoard contracts have already been through a **competitive procurement process**, saving members the time and cost of bid preparation. In many states, a purchasing cooperative enables public entities governed by competitive bidding requirements to take advantage of bids awarded by the cooperative. The National Purchasing Cooperative leverages the power of a nationwide network of purchasers to drive down prices of commodities, goods, and services by providing the successful bidder(s) the opportunity for a higher quantity of sales.

For additional time savings, members use the online **RFQ (request for quote) function**. This electronic request permits members to select numerous vendors when submitting requests. The RFQ can be finalized in as little as three to five days, rather than weeks, for a typical formal proposal.

One-stop shopping and ordering on line is the ultimate timesaver. Members can place orders on the secure Web site or fax purchase orders for same-day processing. Searches by vendor or product type are simple and speedy on **buyboard.com**.

Purchase with confidence.

BuyBoard vendors stand behind their products. You'll recognize many well-known brand names on our product list.

The Cooperative analyzes and makes award recommendations for products and services that have been submitted for competitive procurement. All awarded items or catalogs will be posted on the secure BuyBoard site so that BuyBoard members can search for and select items and order. BuyBoard is available only to members.

Become a member today!

Join a growing list of members, which include the following:

- **Cities, municipalities, towns, villages**
- **Community colleges and universities**
- **Counties**
- **Education service centers**
- **Nonprofits**
- **School districts**
- **Other local government agencies**



buyboard.com | 800.695.2919



National BuyBoard Commodities and Contracts

Athletic Supplies/Equipment

- o Athletic, PE, Gym & Exercise Equipment/Supplies
- o Commercial Washers & Dryers

Auction Services (Online Only)

Audiovisual Equipment/Supplies

Automotive Parts/Tires/Equipment/Fuel

- o Automotive Grease, Oils, Lubricants, Etc.
- o Electric Vehicle Fueling Stations
- o Fueling Systems
- o Fueling Systems Propane
- o Rack-rate Transportation Fuel
- o Tires, Tubes, Automotive Parts, Supplies/Equipment

Awards/Trophies/Personal Recognition Products

Building Maintenance, Repair & Operation

- o Building Maintenance, Repair & Operation Supplies/Equipment
- o Custodial and Lawn Care Services
- o Energy-saving Lighting Products
- o General Restoration Services
- o HVAC Equipment, Supplies & Installation of HVAC Equipment
- o Moving Services/Supplies

Classroom/Teaching Aid Supplies/Equipment

- o Classroom Supplies/Equipment
- o Instructional Materials, Technology, & Services

Computers/Technology/Software Supplies and Equipment

- o Technology Equipment, Software, Supplies, & Telecommunications Products

Custodial Supplies/Equipment

First Aid, Medical Supplies/Equipment

Floor Covering & Indoor/Outdoor Sports Surface Flooring Products

Food Services Supplies/Equipment

Furniture

- o Furniture for School, Office, Science, Library & Dormitory

General Construction/Road and Bridge Equipment/Supplies

- o Cold-mix Asphalt
- o Construction Water Trucks
- o Construction/Road/Bridge Equipment, Ditching/Trenching/Utility Equipment

Grounds Maintenance/Fertilizer/Irrigation Equipment, Supplies & Installation

Library Books, Used Textbooks, Other Books & Library Supplies/Equipment

Modular Buildings/Ramp Systems

- o Modular Classroom Buildings/Two-story Permanent
- o Modular Classrooms, Ramp Systems, Moving/Relocating Services

Music and Theater

- o Musical Instruments, Equipment, Supplies & Repair
- o Stage Curtains, Lighting, Stage & Stadium Sound Systems

Office Supplies/Equipment/Copiers

Paper & Toner Products

Parks & Recreation Supplies/Equipment, Field Lighting Products/Installation

Public Safety Equipment/Police/Fire/EMS

- o Ambulances
- o Fire/Security Systems & Monitoring
- o Fire Apparatus
- o Mobile Command/Emergency Management & Bio-Terrorist Vehicles
- o Public Safety & Fire House Supplies/Equipment
- o Radio Communication Products
- o Voice Broadcast Communications System

Public Works Supplies/Equipment

- o Holiday Lighting & Decoration
- o Outdoor Street Lighting
- o Pipe-bursting Equipment
- o Refuse Bodies & Trailers/Dump Bodies
- o Residential/Commercial Garbage & Recycling Containers
- o Sand-spreading Equipment
- o Sewer Inspection & Cleaning Products
- o Street Sweepers

Underground Asset Renewal

- o Cured-in-Place Pipe for Pipeline Rehabilitation, Pipe Bursting, Manhole Rehab

Uniforms & Clothing Apparel/Uniform & Mats Rental Program

- o Uniforms for Band, Dance, Performance, Work/Uniform & Floor Mat Rental

Vehicles/Trucks/Buses/Trailers

- o Bus/Car Wash Equipment/Supplies, Parts/Labor
- o Police Motorcycles
- o School Buses, Options/Parts
- o Trailers/Equipment & Dump
- o Truck-mounted Aerial Lifts
- o Vehicles/Heavy-duty Trucks & Options

Water Treatment Supplies/Equipment

- o Water Treatment Chemicals
- o Water/Wastewater Pumps & Motors

Note: Not all contracts or vendors may be available in all states.

Visit buyboard.com!

The following information will get you into the site for browsing purposes:

User ID: nsbademo
Password: demo4you

Vendors: Register at vendor.buyboard.com to receive bid notices.

Phone: 800.695.2919 • Fax: 800.211.5454

E-mail: info@buyboard.com

Mail: National School Boards Association
1680 Duke Street • Alexandria, VA 22314



BuyBoard[®]
National Purchasing Cooperative
**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, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement 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 the various potential economies, 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 dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that 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.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail 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 a 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 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, endorsement, 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 by 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 (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., 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 and warrants 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. Notwithstanding the foregoing, 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 the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
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 audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (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 warrants 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 regulate 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 in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. 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.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.
10. **Legal Authority.** The Cooperative Member represents and warrants 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.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS AND SPONSORS, (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION, THE MARYLAND ASSOCIATION OF BOARDS OF EDUCATION, AND THE RHODE ISLAND ASSOCIATION OF SCHOOL COMMITTEES) AND SERVICING CONTRACTOR(S) (INCLUDING, THE NATIONAL SCHOOL BOARDS ASSOCIATION AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, 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.

12. **Limitation of Liability.** 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 pursuant to the applicable law of the State of Rhode Island.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) 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.

13. **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.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, 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.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street, Alexandria, VA, 22314. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **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.
17. **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 a facsimile signature as if it were an original. 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.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform

the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The National Purchasing Cooperative, acting on behalf of all other Cooperative Members

By: _____
Signature

Date: _____

Title

[Additional signature page follows.]

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Title

Mailing Address

City

_____ Zip Code

Telephone

Fax

Email

[Last page. Nothing follows.]