

AGREEMENT #2-SOCCP

PARTICIPANTS:

This agreement made and entered into this day of \_\_\_\_\_ 2009 by and between the County of Somerset (hereinafter referred to as "the County"), and the \_\_\_\_\_ a governmental corporation of the State of New Jersey or Public Agency located within the State of New Jersey (hereinafter referred to as the "Participating Contracting Unit").

WITNESSETH:

LEGAL AUTHORITY:

WHEREAS, N.J.S. 40A:11-11(5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing System and Agreement for the purchase of work, materials and supplies; and

WORK TO BE PERFORMED:

WHEREAS, the County of Somerset has been conducting a Cooperative Pricing System with Participating Contracting Units, utilizing administrative purchasing services and facilities of the County of Somerset; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of goods and supplies; and

WHEREAS, the County wishes to continue the Cooperative Pricing System with current members as well as other appropriate Public Agencies within the State of New Jersey or contingent to Somerset County; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or supplies to be priced cooperatively may include but are not limited to vehicles and trucks, road and bridge construction and maintenance materials, office supplies, furniture, lubricants, building materials, janitorial supplies, fuel, office equipment, maintenance and service and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis, providing the County consents to these other items.

The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

ADMINISTRATION AND OPERATION OF SYSTEM:

2. The County, on behalf of all participating contracting units, at the beginning of participating in the Cooperative Pricing System, and during each January thereafter, shall publish a legal advertisement in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:
  - (1) The name of the participating contracting units, and
  - (2) The name of the County soliciting competitive bids or informal quotations, and
  - (3) The address and telephone number of the County, and
  - (4) The State Identification Code for the Cooperative Pricing System, and
  - (5) The expiration date of the Cooperative Pricing Agreement.
3. The specifications shall be prepared and approved by the County and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
4. The County may provide the Participating Units with the copies of the specifications at least thirty (30) days prior to seeking bids and will notify the Participating Contracting Units, in writing, of the item(s) on which it will seek bids or notice of open end co-operative contracts which have been awarded on their behalf. For certain commodities, fifteen (15) days prior to advertising, each of the participating contracting units shall designate, in writing, to the County, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

The County will call a meeting of all Participating Contracting Units annually in order to provide the participants with an opportunity to discuss the goods or services to be priced cooperatively and the terms of the specifications for the next calendar year.

5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be presented on behalf of all of the Participating Contracting Units desiring to purchase any item by the County in the Cooperative Pricing System.
6. In seeking bids the County will include in the specifications two categories upon which bids are sought: (a) the County's requirements, stated in definite quantities; and (b) the Participating Contracting Units, stated as an estimated total quantity of the needs of all the other Participating Contracting Units, which total shall not be exceeded in the aggregate by more than 20 percent of the total cost awarded for that Category. The specification for this category shall list the other Participating Contracting Units, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved. The bids will contain: (1) a provision stating that contracts shall be in compliance with N.J.A.C. 5:30-5.5 (B), open-end contract rules; and (2) language requiring the bid price(s) to be stated so that it is uniform with respect to both categories (the County and other Participating Contracting Units).

The provision with respect to the other contracting units' category will allow the bidder to indicate if it is willing to provide the item(s) bid upon to other participating contracting units in the system; or if it is not willing to extend prices to other participating units in the systems.

7. The County shall advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the County shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the County entering into a master contract with the successful bidder(s) providing for two categories or purchases:
  - (1) The quantities ordered for the County's own needs and
  - (2) The estimated aggregate quantities to be ordered by other Participating Contracting Units by separate contract, subject to the specifications and prices set forth in the County's overall master contract.
  
8. The County shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to the successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s); and be responsible for any tax liability. No Participating Contracting Unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Units and shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability. The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the County so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.

The County shall supply the Participating Contracting Units with copies of the specifications, name of successful bidder, prices awarded and the contract identification number. Each Participating Contracting Unit may then order directly from that vendor by purchase order if under the appropriate statutory bid limit or by contract of the governing body or agency if over the appropriate statutory bid limit. The identification number shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.
  
9. If the lowest responsible bidder declines to extend prices to the Participating Contracting Units the contract for the County's needs (Primary) will be awarded, and (Secondary) bids may be awarded on behalf of the Participating Contracting Units.

10. A bidder shall not be required or permitted to extend his bid prices to Participating Contracting Units unless he has voluntarily agreed to do so as part of his bid.
11. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the County is advertising for and receiving bids for the same goods or services, except in the case of emergency or hardship.
12. No purchase order or contract shall be issued by any Participating Contracting Unit for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
13. The County reserves the right to exclude any goods or services from within said system if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

ADMINISTRATIVE COSTS:

14. The County shall bear all costs associated with administering the Cooperative Pricing system and bidding process including cost of advertising and administration and the Participating Contracting Units shall not be obligated for any part of such expenses.

DURATION AND TERMINATION:

15. This Agreement shall become effective the date executed, subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date or the term of the current approval unless any party to this Agreement shall give written notice of its intention to terminate its participation at least 30 days prior to the succeeding four (4) years. The County may choose to terminate registration of the system no later than 30 days prior to the expiration date of the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-17.6, as may be amended.
16. This Agreement and the Cooperative Pricing System will not terminate nor be invalidated by the County or the withdrawal or addition of any Participating Contracting Unit. However, this Agreement and the Cooperative Pricing System shall be terminable and invalidated at the instance of the County upon written notice to the Participating Contracting Unit and without recourse against the County for any reason or if continuance of the within system becomes unlawful for any reason.

DOCUMENTATION:

17. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the County for purposes identifying each contract and item awarded, in this case #2 SOCCP

- 18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
- 19. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:

COUNTY OF SOMERSET

\_\_\_\_\_

(Deputy Clerk of the Board)

By:

\_\_\_\_\_, Director  
 The Board of Chosen Freeholders of the  
 County of Somerset

ATTEST:

(Type name of Contracting Unit)

\_\_\_\_\_

Secretary

By: \_\_\_\_\_

CEO Title:

\_\_\_\_\_

DATE

\_\_\_\_\_

DATE