SALEM COUNTY IMPROVEMENT AUTHORITY

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Resolution # 2014- 18

RESOLUTION

February 24, 2014

Of The Salem County Improvement Authority
In The County Of Salem, State Of New Jersey

RESOLUTION FOR MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM WITH THE COUNTY OF SALEM

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Salem, hereinafter referred to as the “Lead Agency” has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on February 24, 2014 the governing body of the Salem County Improvement Authority, County of Salem, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Salem County Improvement Authority.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A11-11(5), the Chairman and Executive Director are hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency (County of Salem).

CONTRACTING UNIT

The Lead Agency (County of Salem) shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.
EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

ATTEST:

Lew Schneider, Secretary

Robert Widdifield, Chairman

February 24, 2014
Date

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority at a regular meeting held February 24, 2014.

Lew Schneider, Secretary
COOPERATIVE PRICING AGREEMENT BETWEEN THE
COUNTRY OF SALEM AND THE SALEM COUNTY IMPROVEMENT AUTHORITY

THIS AGREEMENT, made and entered into this 24th day of February, 2014,
by and between the County of Salem, hereinafter referred to as the "Lead Agency" and
the SCIA ________________________, hereinafter referred to as the "Participating
Contracting Unit", who desire to participate in the Salem County Cooperative Pricing
System – 75SCCP

WITNESSETH

WHEREAS, N.J.S.A. 40A 11-11(5), specifically authorizes two or more contracting
units to establish a Cooperative Pricing System for the provision and performance of
goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Salem is conducting a voluntary Cooperative Pricing System
with other contracting units located in the County of Salem, utilizing the administrative
purchasing facilities of the County of Salem; and this Cooperative Pricing Agreement is
to effect substantial economies in the purchase of work, materials, and supplies; and

WHEREAS, all parties hereto have approved the within Agreement either 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; and

NOW, THEREFORE, in consideration of the premises and of the covenants, terms, and
conditions hereafter set forth, it is mutually agreed as follows:

1. The work, materials, or supplies to be priced cooperatively may include:
   a. Computer Supplies and Accessories
   b. Highway/Road Maintenance Supplies
   c. Office Supplies
   d. Rock Salt
   e. Road Sand
   f. Janitorial/Cleaning Supplies

and such other items as two or more participating contracting units in the system
agree can be purchased on a cooperative basis.

2. The items and classes of items which may be designated by the participating
contracting units hereto may be purchased cooperatively for the period
3. The Lead Agency, on behalf of all participating contracting units, at the beginning of participation in the Cooperative Pricing System, and on the Anniversary of the registration of the System, shall publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
   a. the name of the Lead Agency soliciting competitive bids or informal quotations, and
   b. the address and telephone number of the Lead Agency, and
   c. the State Identification Code for the Cooperative Pricing Agreement, and
   d. the expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, 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.

5. The specifications shall be prepared and approved by the Lead Agency 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.

6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all the participating contracting units desiring to purchase any item.

7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all the participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain bids, or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
   a. the quantities ordered for the Lead Agency's own needs, and
   b. the estimated aggregate quantities to be ordered by other participating contracting units by separate contract, subject to specifications and prices set forth in the Lead Agency's Master Contract.

8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.

9. 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 vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s);
make payment directly to the successful vendor(s); and be responsible for any tax liability.

10. 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 unit. Each participating contracting unit 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.

11. The provisions of paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that bidders shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract 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 or quotations which it has itself received.

13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of the purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.

14. The Lead Agency shall not appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

15. No participating contracting unit may be a participating contracting unit under this contract and either a Lead Agency or participating contracting unit under another Cooperative Pricing Agreement with respect to work, materials, or supplies included under this contract (paragraph 1 above) and any additions thereto. Nothing under this agreement shall prevent or prohibit a participating contracting unit from purchasing items under the New Jersey State Contract or from purchasing items as a participating contracting unit under another Cooperative Pricing Agreement for items not covered by this contract. If a participating contracting unit does become a lead agency or participating contracting unit with another Cooperative Pricing Agreement with items in conflict with this Agreement then the Lead Agency may terminate that participating contracting unit from this contract upon appropriate notice.

16. The Lead Agency has the right to terminate this Agreement with a participating contracting unit if it appears that the participating contracting unit is not availing itself of the benefits of the Cooperative Pricing Agreement and if the notices required become burdensome to the Lead Agency.

17. This Agreement shall become effective on May 26, 2014 subject to the review and approval of the Director of the Division of Local Government Services for the State of New Jersey and shall continue in effect for a period not to exceed five (5)
years from said date unless any party to this Agreement shall give written notice of its intention to terminate participation.

18. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the System Identifier assigned by the Director of the Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

19. It is further agreed that the Lead Agency shall execute separate copies of this Agreement with the participating contracting units, all of which copies shall be deemed to be one single contract.

20. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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 first above written.

FOR THE LEAD AGENCY:

ATTEST:

______________________________  ______________________________
Kevin Crouch, Clerk of the Board  Julie A. Acton, Freeholder Director

FOR THE CONTRACTING UNIT:

ATTEST:

______________________________  ______________________________
[Signature]                     [Signature]
Name:                         Name:
Title: Clerk                  Title: