

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2011-260

Council Meeting Date: 09-26-2011

Date Adopted: 09-26-2011

TITLE: RESOLUTION AUTHORIZING THE BOROUGH OF NEW PROVIDENCE TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE COUNTY UNION, HEREINAFTER REFERRED TO AS THE "LEAD AGENCY" FOR THE CONDUCT OF CERTAIN FUNCTIONS RELATING TO THE PURCHASE OF WORK MATERIALS AND SUPPLIES

Councilperson Lesnewich submitted the following resolution, which was duly seconded by Councilperson Cucco.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey as follows:

Pursuant to the provisions of N.J.S. 40A:11-11(5), the Mayor and Borough Council is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency unit within the County of Morris or adjoining counties for the purchase of work materials and supplies.

The Lead Agency entering into contracts on behalf of the Borough of New Providence shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S. 40A:11-1 et seq.) and all other provisions of the revised states of the State of New Jersey. All resolutions or parts thereof inconsistent with this resolution shall be and the same are hereby repealed.

This Cooperative Pricing Agreement shall be effective for a term of five (5) years expiring July 16, 2016, unless the "Lead Agency" and the Division of Local Government Services elects to withdraw.

This resolution shall take effect immediately upon final passage and publication according to law.

APPROVED, this 26th day of September, 2011.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH	X			
MUÑOZ	X			
VYZAS	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 26th day of September, 2011

Wendi B. Barry, Borough Clerk

COOPERATIVE PRICING SYSTEM AGREEMENT
COUNTY OF UNION COOPERATIVE PRICING SYSTEM

THIS AGREEMENT made and entered into this day of , 2011
by and between the COUNTY OF UNION, Administration Building, Elizabeth, NJ 07207
hereinafter called the “LEAD AGENCY” or “COUNTY” and Borough of New Providence with
offices located at 360 Elkwood Avenue, New Providence NJ 07974 hereinafter referred to as a
“participating contracting unit” or “municipality” and other public bodies located with the
County of Union or adjoining counties who choose to participate in the Cooperative Pricing
System.

WITNESSETH:

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

WHEREAS, N.J.A.C. 5:34-7.1 et seq. regulates the manner in which cooperative
purchasing and more specifically, cooperative pricing systems, are operated and conducted; and

WHEREAS, N.J.S.A. 40:41A-27, et seq. specifically permits the County of Union to
enter into contractual agreement with municipalities located within the County to undertake any
municipal function including purchasing; and

WHEREAS, the County of Union has commenced a voluntary Cooperative Pricing
System with other authorized contracting units within County of Union or adjoining counties
utilizing the administrative purchasing services and facilities of the County of Union; and

WHEREAS, 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 by Ordinance or Resolution as appropriate, in accordance with the aforesaid statutes; and

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

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials or supplies to be priced cooperatively may include those items listed in Attachment A 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 commencing with the execution of this Agreement and continuing until termination of the approval for the Cooperative Pricing System as defined by N.J.A.C. 5:34-7.5 and more specifically set forth below.
3. The County of Union, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter on the anniversary of the system's registration, shall publish in its official newspaper a notice similar in content to the following:

Notice of Cooperative Purchasing

The County of Union acts as lead agency in a cooperative purchasing agreement in cooperation with 41 registered members. Under this system, the County of Union solicits competitive bids for certain items purchased by registered

members. This is a cooperative pricing system as defined and regulated by N.J.A.C. 5:34-7.

Interested citizens or vendors may obtain information regarding the manner of operation of this system by contacting UC Purchasing Department, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, 908-527-4130. System Identifier #8-UCCP), approved by the New Jersey Division of Local Government Services through July, 2016.

4. Before seeking bids, the lead agency shall obtain from the participating contracting units in writing the items to be purchased, estimated quantities that each participating contracting units proposes to contract for during the life of the master contract, the location of delivery and other requirements to permit the preparation of specifications as provided by law.
5. The County of Union shall prepare and disclose the quantities and details of delivery required. The County of Union shall include in the specifications its requirements, stated in definite quantities; and registered member requirements, stated as individual estimated needs.
 - a. The specification shall list the participating contracting units who have submitted estimates, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved.
6. Prior to the advertisement for bids, a registered member may request a review copy of the bid specifications. No changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

7. A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be prepared by the County of Union on behalf of all of the participating contracting units desiring to purchase any item and in accordance with *N.J.S.A. 40A:11-1 et seq.*
8. The County of Union will advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all participating contracting units in accordance with *N.J.S.A. 40A:11-1 et seq.* and *N.J.A.C. 5:34-7.10*. Following the receipt of bids, the County of Union shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the County of Union entering into a master contract with the successful bidder(s) providing for two categories of purchases:
 - a. The quantities ordered for the County's own needs, and
 - b. The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.
9. The County of Union 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 for its own needs.
10. 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 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.
11. 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.
 12. The provisions of Paragraphs 9, 10 and 11 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
 13. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or issue a 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 which it has itself received.
 14. All matters relating to the financial and contractual details of the Cooperative Pricing System shall be in accordance with *N.J.A.C. 5:34-7.11*
 15. The County of Union and the participating contracting units shall be responsible for compliance with the change order requirements of *N.J.A.C. 5:34-4*.
 16. When applicable, each participating contracting unit may, by resolution, provide for and authorize payment in advance for estimated administrative costs to be paid to the County of Union for a cooperative pricing system. Such administrative costs shall be budgeted by the County of Union as a Special Item of Revenue offset with appropriations.

17. The County of Union reserves the right to exclude any item or commodity from 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.
18. The Director of the Division of Local Government Services within the State Department of Community Affairs shall be notified within thirty (30) days of any change in the designated purchasing agent.
19. This Agreement shall become effective upon execution, subject to the review and approval of the Director of the Division of Local Government Services of the participating contracting units participation in the system. Further, this Agreement shall continue in effect until such time as the approval from the Director of the Division of Local Government Services exists or until July, 2016 in accordance with *N.J.A.C. 5:34-7.5(f)*. Any party to this Agreement which wishes to terminate its participation shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the term of the agreement.
20. All records and documents maintained or utilized pursuant to terms for 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 of Union for purposes of identifying each contract and item awarded.
21. If any municipality wishes to withdraw from this agreement or if any other municipality wishes to become a party to this agreement, the other terms and conditions of this agreement will remain unchanged as to all the remaining participating municipalities.
22. This Agreement shall be binding upon and endure 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 on the date and year above written.

FOR THE COUNTY OF UNION

ATTEST:

NICOLE L. DIRADO, Clerk
Board of Chosen Freeholders

BY: _____
ALFRED J. FAELLA
County Manager

APPROVED AS TO FORM:

ROBERT BARRY, ESQ.
County Counsel

FOR THE PARTICIPATING UNIT

ATTEST:

Clerk

BY: _____

APPROVED AS TO FORM:

Print Name

Counsel

Title



ATTACHMENT A

COMMERCIAL NATURAL GAS – *Under new Coop being developed*

DIESEL FUEL

GASOLINE

ROAD MATERIAL

ROCK SALT

ROAD SWEEPING

TRAFFIC PAINT

TREES