



Hunterdon County Educational Services Commission

Administration Office

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COOPERATIVE PRICING AGREEMENT

This agreement, made and entered into this ____ day of _____, 20__ , by and between the Board of Directors of Hunterdon County Educational Services Commission, referred to as the "Lead Agency" and various governing boards, authorities, commissions and other governmental contracting units within the county of Hunterdon and nearby counties.

WITNESSETH

WHEREAS, this agency is conducting a voluntary Cooperative Pricing System with Boards of Education, municipalities, and other types of public bodies located in the County of Hunterdon and other nearby counties, utilizing administrative purchasing services and facilities of Hunterdon County Educational Services Commission of Hunterdon County; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials and supplies; and

WHEREAS, all the 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 premises 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 fuels, office supplies, paper products, instructional materials and equipment, vehicles, modulars and such other items and services as two or more participating contracting units in the system agree can be purchased on a cooperative basis.*

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.

- 2) The Lead Agency, on behalf of all participating contracting units, at the beginning of participation in the Cooperative Pricing System, and during each January thereafter, shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purpose by it to include such information as:*

- a. *The name of the participating contracting unit, and*
 - b. *The name of the Lead Agency soliciting competitive bids or informal quotations, and*
 - c. *The address and telephone number of Lead Agency, and*
 - d. *The State Identification Code for the Cooperative Pricing System, and*
 - e. *The expiration date of the Cooperative Pricing Agreement.*
- 3) *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.*
- 4) *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.*
- 5) *A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be presented on behalf of all of the participating contracting units desiring to purchase any item by the Lead Agency in the Cooperative Pricing System.*
- 6) *The Lead Agency that advertises for bids or the solicitation of informal quotations shall receive bids or quotations on behalf of all 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 bids, make a total award or make an 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 the specifications and prices set forth in the Lead Agency's overall (master) contract.*

The Lead Agency 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 successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from 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 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.

The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

- 7) *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 Lead Agency is advertising for and receiving bids for the same items or commodities, except in the case of emergency or hardship.*
- 8) *The Lead Agency reserves the right to exclude any item or commodity 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.*
- 9) *The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement. It is agreed that each participating contracting unit shall pay the Lead Agency for the preparation of orders, if elected, up to but not exceeding 6% of net purchases. A small fee is charged for the fuel bids. Said costs will be determined by the Board of Directors of the Hunterdon County Educational Services Commission and will be commensurate with expenses incurred in the Cooperative Pricing Program. This amount shall be paid forty-five (45) days from the receipt of billing from the Lead Agency.*
- 10) *This agreement shall become effective upon approval of the Director of the Division of Local Government Services and shall continue in effect until any party to this Agreement shall give written notice of its intention to terminate its participation.*
- 11) *All records or documents maintained or utilized pursuant to 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 Lead Agency for purposes of identifying each contract and item awarded.*
- 12) *Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.*
- 13) *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.

GOVERNING BOARD / BOARD OF EDUCATION

DISTRICT/MUNICIPALITY _____

ATTEST: _____
Secretary to the Board

BY: _____
Board President

DATE: _____

LEAD AGENCY
HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION

ATTEST: _____
Secretary to the Board

BY: _____
Board President

DATE: _____