



## **Hunterdon County Educational Services Commission**

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*Marie Gorey/ Superintendent x4500*

*Corinne Steinmetz, SBA/Board Secretary x4501*

*Doreen Pirozzi, Purchasing Manager x1513*

### **COOPERATIVE PRICING AGREEMENT**

*This agreement, made and entered into this 8th day of November, 2021, 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 State of New Jersey.*

**WITNESSETH**

*WHEREAS, the Lead Agency is conducting a voluntary Cooperative Pricing System with boards of education, municipalities, and other types of public bodies located within the State of New Jersey, utilizing the Lead Agency's administrative purchasing services and facilities in order to effect substantial economies in the purchase of work, materials and supplies; and*

*WHEREAS, the Cooperative Pricing System is authorized by N.J.S.A. 40A: 11-11 and has been approved by the Division of Local Government Services in the Department of community Affairs pursuant to N.J.A.C. 5:34-7.1 et seq., and*

*WHEREAS, all the parties hereto shall approve this Agreement by Ordinance or Resolution, as appropriate, in accordance with the aforesaid statute; and*

*NOW, THEREFORE, 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.*
- 2) Upon approval of the Cooperative Pricing System and during each January thereafter, the Lead Agency 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 required by N.J.A.C. 5:34-7.9. as may be amended from time to time, including:*

- 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 indicate, in writing to the Lead Agency, the items to be purchased by the contracting unit, the approximate quantities desired, the location for delivery and other such requirements necessary for the Lead Agency to prepare specifications as provided by law. Although the Lead Agency endeavors to serve the needs of all registered members of the Cooperative Pricing System, the Lead Agency may not be able to prepare specifications and/or solicit bids for all projects and makes no such guarantee.*
- 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/proposals or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be presented by the Lead Agency on behalf of all registered members desiring to purchase any item in the Cooperative Pricing System. All advertisements and solicitations shall be made in compliance with the Public School Contracts Law.*
- 6) *The Lead Agency shall receive bids or quotations on behalf of all participating contracting units. The Lead Agency shall review said bids and, on behalf of all registered members, either reject all bids, or award a contract in compliance with the Public School Contract Law and the specifications. 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) directly with the successful bidder(s) when required by law and, only after the Lead Agency has certified the funds available only for its own needs.*

*Each registered member shall: (1) certify that it has the funds available necessary for its own order(s) from the Cooperative Pricing System; (2) enter into a formal written contract directly with the successful bidder(s) when required by law and the project specifications; (3) issue purchase orders in its own name directly to the successful bidder(s) against said contract; (4) accept its own deliveries; (5) be invoiced by and receive statements from the successful bidder(s) and (6) be responsible for any tax liability. No registered member shall be responsible for payment for any items ordered or for performance generally, by or to any other registered member. Each registered member shall accordingly be liable only for its own performance and for items ordered and received by it.*

*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 registered members.*

- 7) Nothing in this Agreement shall prevent any registered member from awarding contracts of purchase, individually and on its own behalf, with or without advertising, except that invitations for such individual bids shall not be advertised nor bids be received during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities other than, in the case of the registered member's 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 as to the Lead Agency or the registered members..*
- 9) The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder(s) with the exception of the fuel participation. 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 for a period of five (5) years pursuant to N.J.A.C. 5:34-7.5(f), or until a party to this Agreement shall give written notice of its intention to terminate its participation in the Cooperative Pricing System..*
- 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:** Borough of Flemington

ATTEST: \_\_\_\_\_  
*Secretary to the Board*  
*Sallie Graziano, Borough Clerk*

BY: \_\_\_\_\_  
*Board President*  
*Betsy Driver, Mayor*

DATE: November 8, 2021

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**LEAD AGENCY**  
**HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION**

ATTEST: \_\_\_\_\_  
*Secretary to the Board*

BY: \_\_\_\_\_  
*Board President*

DATE: \_\_\_\_\_