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Contract price

Cape May County

2008

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2003-247

TITLE: A RESOLUTION AUTHORIZING THE TOWNSHIP OF LOWER TO ESTABLISH A COOPERATIVE PRICING SYSTEM AND TO ENTER INTO COOPERATIVE PRICING AGREEMENTS WITH OTHER LOCAL GOVERNMENT UNITS

MOTION: *Bloomkvest* SECOND: *Chesna*

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

WHEREAS, the Township of Lower, County of Cape May, State of New Jersey is desirous of establishing and entering into a Cooperative Pricing Agreement; and

WHEREAS, the Township of Middle has agreed to serve as the Lead Agency for a Cooperative Pricing Agreement with the Township of Lower and other local government units within the County of Cape May and adjoining counties who may desire to become Participating Contracting Units; and

WHEREAS, the Township of Lower desires to become a Participating Contracting Unit.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, as follows:

1. The Township of Lower hereby authorizes the creation of a Cooperative Pricing System to be known as the "Middle Township Cooperative Pricing System," with the Township of Middle serving as the Lead Agency.
2. The Township of Lower also agrees to become a Participating Contracting Unit in Middle Township Cooperative Pricing System pursuant to the terms and conditions of the Cooperative Pricing Agreement attached hereto as Exhibit A.
3. The Mayor and Clerk are hereby authorized to enter into a separate Cooperative Pricing Agreement with each of the participating governmental units and said agreements collectively shall be deemed a single agreement.

I hereby certify this is the original Resolution adopted by the Township Council at a meeting held on December 1, 2003.

*Claudia R Kammer*  
Claudia R. Kammer, Township Clerk

	BECK	MAZUREK	BLOMKVEST	CHESNA	STARNER
AYE	/	/	/	/	/
NAY					
ABSTAIN					
ABSENT					

EXHIBIT A

MIDDLE TOWNSHIP COOPERATIVE PRICING SYSTEM

AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of December, 2003, by and between the TOWNSHIP OF MIDDLE, the TOWNSHIP OF LOWER, and other public bodies located within the County of Cape May or adjoining counties who choose to participate in the Middle Township 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, the Middle Township Cooperative Pricing System is conducting a voluntary Cooperative Pricing System with other authorized contracting units within the County of Cape May or adjoining counties utilizing the administrative purchasing services and facilities of the Middle Township Cooperative Pricing System; 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 statute; 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 a complete revaluation of all line items on the municipal tax rolls 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 terminated as hereinafter provided.

3. The Lead Agency, Middle Township Cooperative Pricing System, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter in January of each succeeding year, publish a legal advertisement in such format as required by N.J.A.C. 5:34-7.12 in a 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 Lead Agency, and
- (C) The names of the participating contracting units, and
- (D) The State Identification code for the Cooperative Pricing System, and
- (E) The expiration date of the Cooperative Pricing Agreement.

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 of specifications as provided by law.

5. The specifications shall be prepared and approved by the Lead Agency 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 work, materials or supplies to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.

7. When the Lead Agency advertises for bids or the solicitation of informal quotations it 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 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 Lead Agency entering into a master contract with the successful bidder(s) providing for two categories or 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 contracts, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.

8. 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 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 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.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment of any items ordered 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 Township of Lower shall be permitted, in its sole and absolute discretion, to either accept or reject any contracts that are proposed by any person or entity that is awarded a contract by the Lead Agency or any other participating contracting unit pursuant to this Agreement.

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 each bidder 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 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.

13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

14. This Agreement shall become effective as of the day and year first written above subject to the review and 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 unless any party to the Agreement shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the first year or any of the succeeding four (4) years.

15. All records and 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 the purpose of identifying each contract and item awarded.

**IN WITNESS WHEREOF**, the undersigned have executed this Cooperative Pricing System Agreement between the TOWNSHIP OF MIDDLE and the TOWNSHIP OF LOWER, effective as of the day and year set forth herein above.

**TOWNSHIP OF MIDDLE**

Attest:

\_\_\_\_\_  
James E. Alexis, Clerk

\_\_\_\_\_  
F, Nathan Doughty, Mayor

**TOWNSHIP OF LOWER**

Attest:

\_\_\_\_\_  
Claudia R. Kammer, Clerk

\_\_\_\_\_  
Larry W. Starner, Mayor

**COPY**

TOWNSHIP OF LOWER CLERK'S OFFICE  
2600 BAYSHORE ROAD  
VILLAS, NEW JERSEY 08251  
Phone (609)886-2005 \* Fax (609)886-9488

December 8, 2003

Mr. Jim Alexis, Clerk/Administrator  
Middle Township  
33 Mechanic Street  
Cape May Court House, NJ 08210

Re: Cooperative Pricing Agreement

Dear Jim:

Enclosed is a certified copy of Res. #2003-247 along with two (2) originals of the "Middle Township Cooperative Pricing System Agreement." The Mayor and I have already signed both agreements. After they have been executed by you and the Mayor, please forward one back to me for our files.

If you have any questions, please call me at the above phone number. Thank you.

Sincerely,

Claudia R. Kammer,  
Township Clerk

Enc. (3)