



# UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3<sup>rd</sup> Floor  
 Rahway, New Jersey, 07065  
 www.ucimprovementauthority.org  
 (732) 382-9400 (732) 382-5862 fax

Resolution No. 50-2016

Date: June 8, 2016

## RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING RENEWAL OF THE COOPERATIVE PRICING AGREEMENT WITH THE COUNTY OF UNION

APPROVED AS TO FORM:  
 Lisa M. da Silva, RMC  
 Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS  
 YES  NO  NONE REQUIRED  
 UNION COUNTY IMPROVEMENT AUTHORITY

*Lisa M. da Silva*

*M. W. B. O.*

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Bornstad</i>	1		1				
<i>D'Elia</i>	1		1				
<i>Hockaday</i>	1		1				1
<i>Lattimore</i>	1		1				
<i>Salerno, Secretary</i>		1					
<i>Szpond</i>	1		1			1	
<i>Tomko, Treasurer</i>	1		1				
<i>Rountree, Vice Chair</i>		1					
<i>Scutari, Chairman</i>		1					

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT  
AUTHORITY AUTHORIZING RENEWAL OF THE COOPERATIVE  
PRICING AGREEMENT WITH THE COUNTY OF UNION**

**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 Union, hereinafter referred to as the "Lead Agency," has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

**WHEREAS**, on March 2, 2016 the Union County Improvement Authority duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services; and

**WHEREAS**, On March 2, 2016, by way of Resolution 24-2016, the Authority authorized the Executive Director to enter into a Cooperative Pricing Agreement with the Lead Agency; and

**WHEREAS**, the Lead Agency's approval from the Director of the Division of Local Government Services authorizing the Lead Agency to establish a Cooperative Pricing System and enter into Cooperative Pricing Agreements has since expired; and

**WHEREAS**, by way of Resolution 2016-403, the Lead Agency authorized the County Manager to renew registration for the Union County Cooperative Pricing System; and

**WHEREAS**, the Authority desires to authorize the Executive Director to renew the cooperative agreement with the Lead Agency pursuant to its renewed registration;

**NOW, THEREFORE BE IT RESOLVED** as follows:

- 1) Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Executive Director is hereby authorized to renew the Cooperative Pricing Agreement with the Lead Agency.
- 2) The Lead Agency 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.
- 3) This resolution shall take effect immediately upon passage.

**COOPERATIVE PRICING SYSTEM AGREEMENT**  
**COUNTY OF UNION COOPERATIVE PRICING SYSTEM**

THIS AGREEMENT made and entered into this            day of            ,  
2016            by and between the COUNTY OF UNION, Administration Building,  
Elizabeth, NJ 07207 hereinafter called the “LEAD AGENCY” or “COUNTY” and Union  
County Improvement Authority with offices located at 1499 Routes 1 & 9 North, Rahway,  
New Jersey 07076 hereinafter referred to as a “participating contracting unit” or  
“governmental agency” 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 any governmental agencies 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 on the Union County Website listed under Bulk List 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, 2021.

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, 2021 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 governmental agency wishes to withdraw from this agreement or if any other governmental agency 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 contracting units.
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:

\_\_\_\_\_  
JAMES E. PELLETTIERE, Clerk  
Board of Chosen Freeholders

BY: \_\_\_\_\_  
ALFRED J. FAELLA  
County Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT BARRY, ESQ.  
County Counsel

UNION COUNTY IMPROVEMENT AUTHORITY

ATTEST:

\_\_\_\_\_  
LISA M. DA SILVA, Clerk

BY: \_\_\_\_\_  
DANIEL P. SULLIVAN  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
JONATHAN WILLIAMS, ESQ.  
General Counsel