

BOROUGH OF HILLSDALE

RESOLUTION

12082

COOPERATIVE PRICING SYSTEM AGREEMENT

The Bergen County Aggregate Energy Procurement Cooperative Pricing System (BCPS)

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 10 th day of April, 2012, by and between the, County of Bergen, State of New Jersey and BOROUGH OF HILLSDALE, who desire to participate in the Bergen County Aggregate Energy Procurement Cooperative Pricing System (herein the "BCPS")

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Bergen, State of New Jersey is acting as lead agency for a cooperative Pricing System for electricity generation and natural gas supply services; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution¹ 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 goods or services to be priced cooperatively shall include: Circle one or both

(a) ELECTRIC GENERATION SERVICE

(b) NATURAL GAS SUPPLY SERVICE

only

1. For boards of education only: A motion made and carried, and recorded in the written minutes of a business meeting of a board of education shall be considered to be the same as a resolution.

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, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (C) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate to the Lead Agency the items to be purchased by initialing next to the appropriate commodity on appendix A. If reasonably accurate information regarding delivery points and estimated volumes is available at the time this contract is executed, the contracting unit shall provide at that time. If any participant does not have sufficient data available, the BCPS shall assist with that task.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter 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 goods or services 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. The Lead Agency, when advertising for bids or soliciting 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 or certain parts 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 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 contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) for its internal infrastructure, and as lead agency for participating members' infrastructure. 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 vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

10. 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.
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 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 or quotations which it has itself received for the same service received by other members.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. It is agreed that no participating contracting unit shall pay the Lead Agency an annual fee. Instead, all administrative and consulting expenses shall be recuperated by the Lead Agency from the various providers and included in the costs of the various commodities provided through the BCPS.
16. This Agreement shall become effective on April 10, 2012 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 this Agreement shall give written notice of its intention to terminate its participation at the end of any contract negotiated by the BCPS on its behalf.⁴
17. 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, so long as an individual Appendix A is provided for each entity. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.⁵
18. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier 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.

4. Approval may be for less than five (5) years at the discretion of the Lead Agency.

5. To facilitate signing, appropriate language permitting counterpart copies to be signed by the

Lead Agency and individual participants may be included. See sample "Paragraph 18 Rider" on Page 22

- 19. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
- 20. Participants in the BCPS may opt-in or out of the BCPS' programs at the end of each contract negotiated by the lead agency on behalf of the participants. Participants must opt-out within 60 days before the beginning of a new supply contract

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 the day and year above written.

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE))

FOR THE PARTICIPATING UNIT

BY:

Mayor *Max P A*

(NAME AND TITLE)

Council member	Motion	Second	Yes	No	Absent	Abstain
Becker, Leslie			X			
Capawana, Rod			X			
DeRosa, Anthony		X	X			
Frank, Douglas					X	
Giancarlo, Michael	X		X			
Hanlon, Marie					X	

Adopted: April 10, 2012

Denise Kohan

Denise Kohan, Deputy Clerk

Max P A

Mayor Max Arnowitz