Somerset County
Cooperative Pricing System
#2SOCCP

Striving for economy, efficiency and effectiveness through ethical cooperative purchasing

LEAD AGENCY

County of Somerset

2026 Somerset County Board of County Commissioners

Shanel Y. Robinson, Director • Paul Drake, Deputy Director• Sara Sooy •Melanie Marano •Elizabeth Graner

COUNTY ADMINISTRATOR

Colleen Mahr

DIRECTOR OF FINANCE & ADMINISTRATION

Yvonne Childress

PURCHASING DIVISION

County Administration Building – 3rd Floor
P.O. Box 3000; 20 Grove Street – Somerville, NJ 08876-1262

Hours: 8:30 A.M. – 4:30 P.M.
Phone: (908) 231-7043 – Fax: (908) 575-3917

Melissa A. Kosensky, QPA, CCPO, RPPO Purchasing Agent	7043
Janice Artfitch Purchasing Specialist	7179
Leila Sarmiento Purchasing Specialist	7016
Melina Campos Purchasing Specialist	7042

The Cooperative Pricing System Program

Created over a quarter century ago to obtain benefits through economies of scale, the Somerset County Cooperative Pricing System was formally approved by the Division of Local Government Services, New Jersey Department of Community Affairs on November 12, 1980 and renewed every five years. The Somerset County Cooperative Pricing System's next extension is due December 31, 2028.

******Membership is automatically renewed unless withdrawn by the member******

******Somerset County provides this service with NO FEE to its members******

Somerset County, as lead agency, advertises for bids for its own estimated needs and for the membership of the system. The County enters into a master contract in which the successful vendor may agree to provide the commodity or service to the participating members at the same price. Some vendors decline to extend prices to the cooperative members and a second, willing vendor is designated for use by the Lead Agency. Each member is responsible for only its own quantities actually ordered from the contract with the vendor. Other contracts may be established for specific municipalities/members when their participation is included in the original bid.

The system is similar in concept to the State Cooperative Purchasing Program. Contracting units should review the list of awarded contracts, and then contact the vendor directly to order/verify availability. Local units generate their own resolutions and contracts in accordance with the New Jersey Local Public Contracts Law N.J.S.A. 40A:11-1 et seq and Rules, N.J.A.C. 5:34-7.1 et seq.

Cooperative purchasing provides local officials with another avenue to pursue in saving dollars.

Participation is voluntary. If a member does not want to participate in the process for a particular commodity, the member does not have to submit estimates.

Requirements for joining include the adoption of a resolution by the governing body and execution of a master agreement. These documents are submitted by the County to the Division of Local Government Services for approval. (Please see enclosed sample resolution and master agreement)

If there are any questions about the Cooperative Pricing System, or you are not a member and are interested in learning how to join, please call Somerset County Purchasing Division at 908-231-7043 or email PurchasingDiv@co.somerset.nj.us.

As contracts are awarded, all members receive an email with the resolution of award as well as the schedule of prices. Current annual cooperative contracts may also be viewed at: **https://www.co.somerset.nj.us/government/finance-and-administrative-services/purchasing**

RESOLUTION

WHEREAS, the desires to become a member of the Somerset County Cooperative Pricing System, #2-SOCCP, effective and, that such membership shall be for the period ending December 31, 2028 and each renewal, thereafter of the system, unless elects to formally withdraw from the system;

NOW, THEREFORE, BE IT RESOLVED, that the _____ and
(Officers)

_____ are hereby authorized to execute the attached agreement
(Officer)

for such membership.

Dated: _____ By: _____
CEO

Attest:

_____ _____

Provide:
Two certified copies of Resolution and
Two (2) executed copies of Agreement to:

Melissa A. Kosensky, QPA, CCPO, RPPO
Purchasing Agent
Somerset County Purchasing Division
P.O. Box 3000
20 Grove St.
Somerville, NJ 08876-1262

SOMERSET COUNTY COOPERATIVE PRICING SYSTEM ID# - 2SOCCP

COOPERATIVE PRICING SYSTEM AGREEMENT

This agreement made and entered into this _____ day of _____ 20__ by and between the County of Somerset (Lead Agency), and the _____, who desire to participate in the *SOMERSET COUNTY COOPERATIVE PRICING SYSTEM ID#-2SOCCP*.

W I T N E S S E T H

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 Somerset is conducting a voluntary Cooperative Pricing System with other contracting units; 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 Resolution in accordance with aforementioned 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 may include all goods and services which may be under the laws and stipulations of the State of New Jersey 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, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter *On The Anniversary Of The Registration of the System* publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)*in its own 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.

   (E) The expiration date of the Cooperative Pricing System.

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 (IF NOT AN OPEN END CONTRACT), the location for delivery and other requirements, to permit the preparation of specification as provided by law.

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. 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 shall receive bids 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 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) 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.

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. This agreement shall become effective on the date of the resolution 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.

16. The County of Somerset shall on behalf of all local units participating in the cooperative pricing system renew the system every five (5) years in perpetuity; unless all parties give written notice that there is no longer a desire to need for participation in the system. Renewal of the system will be in accordance with the provisions of *N.J.A.C. 5:34-7.6*, as may be amended.

17. 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, in this case #2 SOCCP.

18. 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 the day and year above written.

FOR THE LEAD AGENCY

ATTEST: COUNTY OF SOMERSET

_____ BY: _____

CLERK OF THE BOARD DIRECTOR OF THE BOARD

FOR THE PARTICIPATING UNIT

ATTEST: PARTICIPATING UNIT NAME

_____ BY: _____

NAME NAME
TITLE TITLE