

**Resolution # \_\_\_\_\_**  
**Cooperative Purchasing Agreement**

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the \_\_\_\_\_ of \_\_\_\_\_ and the Berks County Cooperative Purchasing Council, an unincorporated association of public entities organized and existing under the applicable provisions of P.L. 526 of April 29, 1937 (53 P.S. section 5431 et seq.), as amended, and Act 57 of May 15, 1998, as amended, (Title 62 Pa C.S. 1902) known as the Commonwealth Procurement Code for the purpose of joint purchases of materials, equipment, supplies, services, and/or construction.

WHEREAS, the Berks County Cooperative Purchasing Council was created by agreement dated February 1, 1999; and

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ and the Berks County Cooperative Purchasing Council have now agreed that the \_\_\_\_\_ of \_\_\_\_\_ shall join the Berks County Cooperative Purchasing Council;

NOW, THEREFORE, pursuant to the authority granted by the Assembly of the Commonwealth of Pennsylvania providing for cooperative purchasing in accordance with the applicable provisions of P.L. 526 of April 29, 1937 (53 P.S. section 5431 et seq.), as amended, and Act 57 of May 15, 1998, as amended, (Title 62 Pa C.S. 1902) known as the Commonwealth Procurement Code, the parties hereto, in consideration of the premises and the mutual promises contained herein, agrees as follows:

1. It is hereby understood that in order to carry out this joint purchasing plan a Joint Purchasing Council will be established, to be known as the BERKS COUNTY COOPERATIVE PURCHASING COUNCIL, hereafter called the "Council". The membership of the Council will consist of one (1) voting representative from each member entity participating in the plan. Such representative shall be designated, in writing, by the governing body of each respective entity.
2. Said Council shall formulate and adopt such rules and regulations for said organization and procedures as it may deem suitable for the conduct of its business.
3. The duties of the Council shall be to meet periodically as shall be agreed upon for the purpose of preparing specifications for the various types of materials, equipment, supplies, services, and/or construction which may be jointly purchased, and to discuss other problems and exchange ideas pertinent to the area of public procurement.
4. It is understood that each of the participating entities shall have the privilege of either joining or not joining in the purchase of any items upon which joint purchasing bids are to be secured and no entity shall be required to pay or contribute for items not purchased by said entity. Each representative shall designate, in writing, prior to advertising, the items to be purchased, the quantities and terms of shipment for their respective entity.
5. A designated lead agency shall assume the responsibility for preparing the Invitation to Bid and advertising for bids in accordance with the By-Laws of the Council. The lead agency shall also be designated to assume the following responsibilities:
  - a. receive and open all bids at the time and in a manner acceptable to the participants;
  - b. submit a complete tabulation of all bids to the appropriate authority of each participating agency; and
  - c. reject any and all bids, or parts thereof, where deemed appropriate, and shall furnish participating agencies with an explanation and a report on its actions along with tabulations of all bids received.

6. Joint purchasing shall be carried out by complying with the applicable provisions of State Law pertaining thereto; if required, competitive bidding shall be undertaken in writing, advertisement of which shall be inserted in newspapers in accordance with the law.
7. Each participant shall be responsible for issuing its own purchase orders, receiving shipments, inspecting goods, verifying and paying invoices.
8. Payment on all purchases will be made by each individual participating entity and under no circumstances shall any entity be responsible for payment on account of another entity's purchase hereunder.
9. It is agreed that any expenses directly arising for the operation of the Council shall be shared by the various entities in proportion to their participation in each bidding procedure.
10. This AGREEMENT shall take effect upon execution by each of the parties noted above. Thereafter, additional entities may, from time to time, become parties to this AGREEMENT upon approval by a two-thirds vote of the Council and the execution of the AGREEMENT as prescribed by the Council.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the authorized officers the day and year written above.

ATTEST: (seal)

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

BERKS COUNTY COOPERATIVE PURCHASING COUNCIL

\_\_\_\_\_

Secretary

BY: \_\_\_\_\_

President

BCCPC, January 10, 2012