

ORDINANCE NO. 1119

AN ORDINANCE OF THE BOROUGH OF DONORA, AUTHORIZING THE EXECUTION OF A COOPERATIVE PURCHASING AGREEMENT BY AND AMONG THE SEVERAL MUNICIPALITIES IN THE MID-MONONGAHELA VALLEY.

WHEREAS, the several municipalities of the Mid-Monongahela Valley desire to establish a Cooperative Purchasing Agreement providing the joint purchase of equipment, materials and supplies among participating municipalities.

AND NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Borough Council of the Borough of Donora, and it is hereby Ordained and Enacted by authority of the same as follows:

SECTION ONE: Borough of Donora shall enter into a Cooperative Purchasing Agreement with the several municipalities of the Mid-Monongahela Valley substantially in the form of the agreement presented to this meeting, dated as of August 1, 1971, which is hereby made a part hereof by reference only and is on file with the Executive Director of the Mid-Monongahela Valley Council of Governments.

SECTION TWO: The President of Borough Council is hereby directed to execute and deliver to the other parties hereto, on behalf of the Borough, the said agreement substantially in the form of the said agreement, which agreement when consummated shall be attested to by the Municipal Secretary.

SECTION THREE: The said agreement shall be maintained in the form of a master agreement in possession and control of the Executive Director of the Mid-Monongahela Valley Council of Governments.

ORDAINED AND ENACTED INTO LAW by the Borough Council of Donora in lawful session assembled, this 4th day of NOVEMBER, 1971.

ATTEST:

Anthony Massafra
President of Council

Borough Secretary

EXAMINED AND APPROVED BY ME this 6th day of _____, 1971.

ATTEST:

Mayor

Borough Secretary

COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT, made by and between municipalities that are members of the MID-MONONGAHELA VALLEY COUNCIL OF GOVERNMENTS.

WITNESSETH:

WHEREAS, the Mid-Monongahela Valley Council of Governments, hereafter referred to as MVCOG, desires to establish a Cooperative Purchasing Agreement for member municipalities; and

WHEREAS, these Municipalities are authorized by law to enter into agreements for the purchase of equipment, materials, and supplies; and

WHEREAS, it is the desire of these participating member municipalities to enter into an Agreement for the purchase of certain materials and supplies for the year 1971 and thereafter from year to year, subject to termination prior to each ensuing year.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other parties and as to all of the parties as follows:

1. It is understood and agreed by the parties to this Agreement that the following classes of items, and such other items as may be designated in writing by the participating municipalities, may be purchased jointly:

- (a) Road Aggregate, blacktop mixes and oils
- (b) Storm sewer and underdrain pipe
- (c) Regular and premium grades of gasoline
- (d) Fuel oils
- (e) Sodium Chloride
- (f) Calcium Chloride
- (g) Cinders
- (h) Automobile and truck tires
- (i) Traffic paint
- (j) Water and Sewage Chemicals
- (k) Office and stationery supplies
- (l) Guard rail posts
- (m) Equipment and vehicles
- (n) Miscellaneous items

Each municipality at the time agreed upon for bidding shall designate in writing, the items to be purchased and indicate therein the quantities desired.

2. The MVCOG Cooperative Purchasing Council shall consist of an elected or appointed official named by the governing body of each municipality that is a party to this Agreement and the Chairman of a designated Standing Committee of the MVCOG, who shall serve as the Chairman of the "Cooperative Purchasing Council".

3. A majority of the membership shall constitute a quorum to do business, and a majority vote of the quorum shall be required to accept bids and transact such business as may come before it. The Chairman of the Cooperative Purchasing Council shall vote only to break a tie vote.

4. The specifications for the aforesaid items shall be prepared by the Cooperative Purchasing Council.

5. The MVCOG shall assume the responsibility for advertising for bids as designated by the Cooperative Purchasing Council. The MVCOG shall also be designated to receive the bids. Advertising requirements shall meet the legal requirements of bid participating municipalities.

6. It is understood and agreed that all bids shall be on a requirement basis.

7. The cost of advertising and any other cost incidental to the bidding shall be divided equally between the Municipalities participating in the bidding, and shall be paid to the MVCOG within thirty (30) days following the submission of statements by said municipality.

8. It is understood and agreed that after the receipt of the bids, the bids will be examined by the Cooperative Purchasing Council, which shall certify to the governing body of each participating municipality the lowest responsible bidder.

9. The parties hereto agree that they shall award the bid to the lowest responsible bidder.

10. MVCOG shall prepare the contract forms for each award between the certified lowest responsible bidder and the municipalities participating in the joint purchasing of the materials or services for which the bidder has been certified, and it shall be the responsibility of each municipality to execute such contracts. Successful bidder or bidders shall bill each participating Municipality directly for the materials ordered by it.

11. It is understood and agreed that each participating municipality shall be liable to the successful bidder, only for materials ordered and received by it, and shall not by the execution of the Agreement assume any additional liability.

12. In the event that any municipality shall bid the products which are subject to this Agreement individually and receive a bid less than the bid received under the terms of this Agreement, the bid submitted to the jointure shall be rejected, provided however, that the product or products bid individually meet the specifications adopted by the Cooperative Purchasing Council for said products or product.

13. The parties hereto agree that once the specifications have been prepared and approved by the Cooperative Purchasing Council that no changes will be made.

14. Specifications shall require bidder to bid three prices where applicable:

- (a) F. O. B. Plant Site
- (b) F. O. B. delivered to a designated Municipality
- (c) F. O. B. delivered to each participating Municipality

15. In the event that any dispute arises between individual Municipalities and a successful bidder, the same shall be handled and determined by and between the Municipality and the bidder.

16. The within Agreement is executed by the proper officials of the parties hereto after proper Legislative Action by the respective Legislative bodies of said parties.

17. A copy of this Agreement and the enabling ordinance shall be filed with the Executive Director of the Mid-Monongahela Valley Council of Governments upon enactment into law.

18. This Agreement is entered into and is subject to all the provisions of the Joint Municipal Activities Statute in 53 Purdons Statute, 471 et., seq., Act of Sept. 29, 1959, P. L. 990 as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its said authorized officer or officers thereon the day and year written beside each signature.

BOROUGH OF

DATE: _____

ATTEST: _____
Boro Secretary

BY: _____
President of Council

CITY OF

DATE: _____

ATTEST: _____
City Clerk

BY: _____
Mayor

TOWNSHIP OF

DATE: _____

ATTEST: _____
Township Secretary

BY: _____
Pres., Board of Supervisors