

COOPERATIVE PRICING SYSTEM AGREEMENT

The ACES Cooperative Pricing System #E8801-ACESCPS

This Agreement, made and entered into this ____ day of _____, 20____, by and between the New Jersey School Boards Association on behalf of the Alliance for Competitive Energy Services (ACES) Cooperative Pricing System and (*insert name of participants*) and other local government units located in the State of New Jersey who may in the future choose to participate in the ACES Cooperative Pricing System.

WITNESSETH

WHEREAS, The Electric Discount and Energy Competition Act, P.L. 1999, c. 23 authorizes the New Jersey School Boards Association (NJSBA) as a lead agency to obtain electricity, natural gas and other energy-related services for individual local units of education on an aggregated basis; and

WHEREAS, the NJSBA formed the Alliance for Competitive Energy Services, (hereinafter referred to as ACES) an alliance composed of the NJSBA, the New Jersey Association of School Administrators, and the New Jersey Association of School Business Officials, initially for the express purpose of carrying out the NJSBA's statutory authorization to facilitate the economic, group purchase of electricity, natural gas and energy related services for schools across the State; and

WHEREAS, the NJSBA has competitively contracted to procure on an aggregated basis digital and electronic products and services and other technology products and programs to enhance New Jersey's public schools' readiness for Future Ready Schools and local government units' access to technology products and services; and

WHEREAS, N.J.S.A. 18A:18A-11 and 40A:11-10 specifically authorize two or more local government units, i.e. district boards of education, municipalities and counties, (hereinafter referred to as "local units") to enter into a Cooperative Pricing Agreement for the purchase of work, materials, and supplies; and

WHEREAS, NJSBA is conducting a voluntary Cooperative Pricing System within the State of New Jersey, utilizing the administrative purchasing services and facilities of NJSBA and ACES; and

WHEREAS, NJSBA offers local units the opportunity to participate in its Cooperative Pricing System; and

WHEREAS, this Cooperative Pricing Agreement (hereinafter referred to as the Agreement) is to effect substantial economies in the purchase of work, materials, and supplies for local units across this State; and

WHEREAS, all parties to this Agreement have approved this Agreement by resolution, in accordance with N.J.S.A. 18A:18A-1 *et. seq.* and 40A:11-10 and regulations promulgated thereunder; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the premises 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 include the purchase of electrical generation and/or natural gas for consumption by the local units; any ancillary or administrative services related to the purchase of electrical generation and/or natural gas; and related energy services; and digital and electronic products and services and other technology products and programs to be purchased by local units; and services and such other items or services as two or more participating local units in the system agree can be purchased on a cooperative basis.
2. The services and classes of services which may be designated by the participating local 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 NJSBA on behalf of all participating local units, shall, upon approval of the Systems registration and upon the anniversary of the systems registration publish a legal ad in such format as required by N.J.A.C. 5:34-7.12 in a newspaper normally used for such purposes by it, to include such information as:
 - a. NJSBA's full name and the fact that it may be soliciting competitive bids or informal quotations; and
 - b. NJSBA's address and telephone number; and
 - c. The names of the participating contracting units; and
 - d. The State Identification Code for the Cooperative Pricing System, and
 - e. The expiration date of the Agreement.
4. Each of the participating local units shall designate, in writing, to NJSBA, the

services to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.

5. The specifications shall be prepared and approved by NJSBA and no changes shall thereafter be made 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 work, materials or supplies to be purchased shall be prepared by NJSBA on behalf of all of the participating local units desiring to purchase some or all of the services specified in this Agreement.
7. NJSBA shall receive bids or quotations on behalf of all participating local units. Following the receipt of bids, NJSBA shall review said bids and on behalf of all participating local units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate service. This award shall result in the opportunity for individual local units to enter into individual contracts with the successful bidder(s) providing for the estimated aggregate quantities to be purchased during the term of the individual contracts.
8. Upon determining to accept the bid provided through this Agreement, each participating local unit shall:
 - a. Certify the funds available only for its own needs ordered;
 - b. Enter into a formal written contract directly with the successful bidder(s);
 - c. Issue purchase orders in its own name directly to successful bidder(s) against said contract;
 - d. Accept its own deliveries;
 - e. Be invoiced and receive statements from the successful bidder(s);
 - f. Make payment directly to the successful bidder(s) and
 - g. Be individually responsible for any tax liability associated with the individual contract.
9. No participating local unit in the Cooperative Pricing System shall be responsible for payment for any services ordered or for performance generally by any other participating local unit. Each participating local 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.

The provisions of paragraphs 7, 8 and 9 above shall be quoted or referenced 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.

10. No participating local 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.
11. NJSBA reserves the right to exclude any item or service from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or practicable.
12. NJSBA shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
13. This Agreement shall become effective upon signing, 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 by at least thirty (30) days prior to the expiration of the first year or any of the succeeding four years.
14. Additional local units may from time to time, execute this Agreement by means of a Rider attached hereto, which addition shall not invalidate this Agreement with respect to the other signatories. NJSBA is authorized to execute the Rider(s) on behalf of the members of the Cooperative Pricing System.
15. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned to the System 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.
16. This Agreement shall be binding upon and ensure 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 ALLIANCE FOR COMPETITIVE ENERGY SERVICES

NEW JERSEY SCHOOL BOARDS ASSOCIATION:

BY: _____
BY: _____
Name and Title
New Jersey School Boards Association

ATTEST

Name and Title

FOR THE PARTICIPATING LOCAL UNIT:

BY: _____
BY: _____
Name and Title

ATTEST

Name and Title

ACESCPS E8801 Agreement Nov. 2017