

COOPERATIVE PRICING SYSTEM AGREEMENT

The NJSBA Cooperative Pricing System: #E-8801-NJSBA ACES-CPS

This Agreement, made and entered into this ____ day of _____, 20____, by and between the New Jersey School Boards Association (hereinafter "NJSBA") on behalf of the NJSBA Cooperative Pricing System and [insert name of participant] and other local 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 Public School Contracts Law, *N.J.S.A. 18A:18A-4.1 et seq.*, authorizes district boards of education to competitively contract for the procurement of proprietary computer software and services; and

WHEREAS, the New Jersey School Boards' Association (NJSBA), established pursuant to *N.J.S.A. 18A:6- 45 et. seq.*, as a body corporate and politic, on behalf of its membership has competitively contracted to procure on an aggregated basis **digital and electronic products and services, E-Rate Consulting and Processing Services, and other technology products and programs, as well as energy aggregation services, supplies and materials, time and materials; and such other services and products as two or more participating local units in the system agree can be purchased on a cooperative basis;** and

WHEREAS, *N.J.S.A. 18A:18A-11* specifically authorizes two or more local district boards of education (hereinafter referred to as local units) to enter into a Cooperative Pricing Agreement for the purchase of work, materials, and supplies; and

WHEREAS, *N.J.S.A. 48:3-91* specifically authorizes NJSBA," to serve as a government aggregator to obtain electric generation service, electric-related service, including electric school buses and related goods and services, gas supply service or gas-related service, either separately or bundled, in accordance with the "Public School Contracts Law," *N.J.S.18A:18A-1 et seq.*, for members of the association who wish to voluntarily participate and for counties, municipalities, and other local contracting units who wish to voluntarily participate; 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

WHEREAS, this Cooperative Pricing Agreement (hereinafter referred to as the Agreement) is to effect substantial economies in the purchase of energy and technology products and services for local units throughout 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 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 promises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. The products and services to be priced cooperatively may include, on an aggregated basis or not, digital and electronic products and services, E- Rate consulting and processing services, and other technology products and programs, as well as electric generation service, electric-related service, including electric school buses and related goods and services, gas supply service or gas-related service, either separately or bundled 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 maybe 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 contracting units, shall, upon approval of the System's registration and upon the anniversary of the system's 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, products and 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 products and services and some or all of the other 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. This award shall result in the opportunity for individual local units to enter into individual contracts with the successful bidder 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 board 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 board in the Cooperative Pricing System shall be responsible for payment for any services ordered or for performance generally by any other participating local board. Each participating local board 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 board 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 the duration of the Cooperative Pricing System's Registration with DCA unless any party to this Agreement shall give written notice of its intention to terminate its participation.
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 accrue 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 NEW JERSEY SCHOOL BOARDS ASSOCIATION:

BY: _____

Name and Title

DATE: _____

ATTEST: _____

DATE: _____

FOR THE PARTICIPATING LOCAL UNIT:

BY: _____

Name and Title

DATE: _____

ATTEST: _____

DATE: _____