

GLASSBORO PUBLIC SCHOOLS  
GLASSBORO, NEW JERSEY

TO: Mark Silverstein

FROM: Scott Henry 

DATE: May 3, 2016

RE: Agenda Items for May 25, 2016 Agenda

Resolution – Cooperative Pricing System Agreement

Recommend Participation in the Camden County Educational Service  
Commission Co-Operative Purchasing Agreement through June 30, 2018.

SDH/b

Attachment



**CAMDEN COUNTY EDUCATIONAL SERVICES COMMISSION**

**225 WHITE HORSE AVENUE  
CLEMENTON, NEW JERSEY 08021**

**856-784-2100**

**[www.camdenesc.org](http://www.camdenesc.org)**

**W. Patrick Madden  
School Business Administrator/  
Board Secretary**

March 14, 2016

NWN Corporation  
271 Waverley Oaks Road  
Waltham, MA 02452

RE: Information Technology Solutions on an "as needed" basis RFP #FY16-01

Mr. John Parry,

Please be advised that on March 14, 2016 the Camden County Educational Services Commission's Executive Committee approved the above-referenced RFP to your company for those sections of the RFP your company responded to. The term begins today through June 30, 2018 with possible extensions as permitted by law.

Enclosed, for your files, is a fully executed copy of the Acceptance of Bid and Contract Award.

If you have any questions, please feel free to contact me at (856) 784-2100 X. 108 or  
[pmadden@camdenesc.org](mailto:pmadden@camdenesc.org)

Best Regards,

W. Patrick Madden  
Business Administrator / Board Secretary

cc: Daniel Del Vecchio, Superintendent  
Sheila Mac Neill, Contracts

**This Form Must Accompany Bid Submission**  
**Exhibit I**

**ACCEPTANCE OF BID AND CONTRACT AWARD**  
**(to be completed by Bidder)**

In compliance with the Request for Proposals, the undersigned warrants that I/we have examined the Requirements and Conditions and, being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, and specifications and amendments in the Request for Proposals. Signature also certifies understanding and compliance with the certification requirements of the CCESC's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the CCESC as stated in the evaluation sections will be a consideration in making the award.

Your bid is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op member. The parties intend this contract to constitute the final and complete agreement between the CCESC and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for one year unless terminated, canceled or extended.

Company Name: NWN Corporation

Company Address: 221 Waverley Oaks Rd. City: Waltham State: MA Zip Code: 02452

Authorized Person (print): Kevin Brock Title: CEO

Authorized Signature (blue ink only): [Signature]

**Acceptance of Bid and Contract Award to be completed only by CCESC**

Awarding Agency: Camden County Educational Services Commission

Authorized Signature: [Signature]  
W. Patrick Madden, SBA/BS

Awarded this 14 day of March, 2016

Contract Number: RFP #FY16-01 Information Technology Solutions



# CAMDEN COUNTY EDUCATIONAL SERVICES COMMISSION

225 WHITE HORSE AVENUE  
CLEMENTON, NEW JERSEY 08021

856-784-2100

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Daniel Del Vecchio, Superintendent  
Patrick Madden, Business Administrator/ Board Sec.  
Sheila MacNeill, Purchasing & Contracts Assistant

## COOPERATIVE PRICING SYSTEM AGREEMENT – 66CCEPS

**THIS AGREEMENT** is made and entered into this Day day of Month, 20 YR, by and between the Camden County Educational Services Commission, with offices located at 225 White Horse Avenue, Clementon, New Jersey 08021, (hereinafter referred to as the "Lead Agency") and various governing boards, authorities, commissions and other governmental contracting units within the State of New Jersey.

### WITNESSETH

**WHEREAS**, the Lead Agency is conducting a voluntary Cooperative Pricing System with boards of education, municipalities, and other types of public bodies located within the State of New Jersey, utilizing the Lead Agency's administrative purchasing services and facilities in order to effect substantial economies in the purchase of work, materials and supplies; and

**WHEREAS**, the Cooperative Pricing System is authorized by N.J.S.A. 40A: 11-11 and has been approved by the Division of Local Government Services in the Department of community Affairs pursuant to N.J.A.C. 5:34-7.1 et seq., and

**WHEREAS**, all the parties hereto shall approve this Agreement by Ordinance or Resolution, as appropriate, in accordance with the aforesaid statute; and

**NOW, THEREFORE**, it is mutually agreed as follows:

1. The work, materials or supplies to be priced cooperatively may include computer hardware, technology supplies, office supplies, teaching supplies/materials, nursing supplies and other equipment utilized in the operation of public bodies and such other items and services as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. Upon approval of the Cooperative Pricing System and during each July thereafter, the Lead Agency shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purpose by it, to include such information required by N.J.A.C. 5:34-7.9. as may be amended from time to time, including:



- a. The name of the participating contracting unit, and
  - b. The name of the Lead Agency soliciting competitive bids or informal quotations,
  - c. The address and telephone number of Lead Agency, and
  - d. The State Identification Code for the Cooperative Pricing System, and
  - e. The expiration date of the Cooperative Pricing Agreement.
3. Each of the participating contracting units shall indicate, in writing to the Lead Agency, the items to be purchased by the contracting unit, the approximate quantities desired, the location for delivery and other such requirements necessary for the Lead Agency to prepare specifications as provided by law. Although the Lead Agency endeavors to serve the needs of all registered members of the Cooperative Pricing System, the Lead Agency may not be able to prepare specifications and/or solicit bids for all projects and makes no such guarantee.
4. The specifications shall be prepared and approved by the Lead Agency and filed as required by law. No changes to the specification shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids/proposals or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be presented by the Lead Agency on behalf of all registered members desiring to purchase any item in the Cooperative Pricing System. All advertisements and solicitations shall be made in compliance with the Public School Contracts Law.
6. The Lead Agency shall receive bids or quotations on behalf of all participating contracting units. The Lead Agency shall review said bids and, on behalf of all registered members, either reject all bids, or award a contract in compliance with the Public School Contract Law and the specifications. 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 contract, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.

The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) when required by law and, only after the Lead Agency has certified the funds available only for its own needs.

Each registered member shall: (1) certify that it has the funds available necessary for its own order(s) from the Cooperative Pricing System; (2) enter into a formal written contract directly with the successful bidder(s) when required by law and the project specifications; (3) issue purchase orders in its own name directly to the successful bidder(s) against said contract; (4) accept its own deliveries; (5) be invoiced by and receive statements from the successful bidder(s) and (6) be responsible for any tax liability. No registered member shall be responsible for payment for any items ordered or for performance generally, by or to any other registered member. Each registered member shall accordingly be liable only for its own performance and for items ordered and received by it.

The provisions of this paragraph shall be quoted or referred to and sufficiently described in all specifications for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the registered members.

7. Nothing in this Agreement shall prevent any registered member from awarding contracts of purchase, individually and on its own behalf, with or without advertising, except that invitations for such individual bids shall not be advertised nor bids be received during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities other than, in the case of the registered member's emergency or hardship.
8. The Lead Agency reserves the right to exclude any item or commodity 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 not workable as to the Lead Agency or the registered members.
9. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder.
10. This agreement shall become effective upon approval of the Director of the Division of Local Government Services and shall continue in effect until any party to this Agreement shall give written notice of its intention to terminate its participation.
11. All records or documents maintained or utilized pursuant to terms of this Agreement shall be identified by the code number 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.
12. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
13. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

**SIGNATURES ON NEXT PAGE**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and executed by their authorized representatives and their respective seals to be hereto affixed.

**Insert Contracting Unit**

BY: \_\_\_\_\_  
(Authorized Signature)

NAME \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**Lead Agency**

Camden County Educational Services Commission

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

W. Patrick Madden  
Business Administrator & Board Secretary

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESOLUTION FOR MEMBER PARTICIPATION  
IN A COOPERATIVE PRICING SYSTEM**

A RESOLUTION AUTHORIZING THE (CONTRACTING UNIT)  
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

RESOLUTION NUMBER: \_\_\_\_\_

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Camden County Educational Services Commission, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on (DATE OF ACTION) the governing body of the (CONTRACTING UNIT), County of (COUNTY OF LOCATION) , State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

**TITLE**

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the (CONTRACTING UNIT)

**AUTHORITY**

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the (CHIEF EXECUTIVE OFFICER) is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

**CONTRACTING UNIT**

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

**EFFECTIVE DATE**

This resolution shall take effect immediately upon passage.

**CERTIFICATION**

BY:

\_\_\_\_\_  
(NAME AND TITLE)

ATTEST BY:

\_\_\_\_\_  
(NAME AND TITLE)