



(856) 582-7000 • Fax: (856) 582-4360
107 Gilbreth Parkway • Mullica Hill, NJ 08062

August 1, 2014

Business Administrator:

The EIRC is requesting a Board Resolution authorizing your district to enter into a cooperative pricing agreement with EIRC. This would be similar to the "Shared Service" agreement you already have with EIRC but the department of Community Affairs (DCA) would like to see a resolution along with the agreement.

A sample resolution and the agreement are attached or you can feel free to use what your Board is already comfortable with.

Please forward the resolution to EIRC at the following address:

EIRC
Attn: Traci Meyers
107 Gilbreth Parkway, Ste. 200
Mullica Hill, NJ 08062

Email To:
tmeyers@eirc.org

Fax To:
856-582-5838

Thank you for your cooperation,

Traci Meyers
Assistant Business Administrator

RECEIVED

AUG 13 2014

FORWARDED

Helping People Help Kids

www.eirc.org

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

A RESOLUTION AUTHORIZING THE GLASSBORO PUBLIC SCHOOLS 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 Educational Information & Resource Center, 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 August 1, 2014 the governing body of the GLASSBORO PUBLIC SCHOOLS County of GLOUCESTER, 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 GLASSBORO PUBLIC SCHOOLS

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

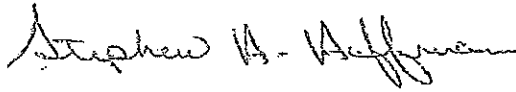
The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

CERTIFICATION

BY:



Stephen H. Hoffman, Business Administrator

ATTEST BY:

(NAME AND TITLE)

BY:

Walter S. Pudelko, Business Administrator

ATTEST:

(NAME AND TITLE)

COOPERATIVE PRICING SYSTEM AGREEMENT

Educational information & Resource Center 239EIRCCPS

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 1st day of August, 2014, by and between the, Educational Information & Resource Center GLASSBORO PUBLIC SCHOOLS, who desire to participate in the Educational information & Resource Center 239EIRCCPS

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the Educational information & Resource Center is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution¹ in accordance with the aforesaid statute; 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 goods or services to be priced cooperatively may include Professional Development, Technology Solutions and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.

<p>1. For boards of education only: A motion made and carried, and recorded in the written minutes of a business meeting of a board of education shall be considered to be the same as a resolution.</p>
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2. The items and classes of items which may be designated by the participating contracting 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 Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter the anniversary of the registration of the system publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items 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 the Lead Agency and no changes shall be made thereafter 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 goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item.

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 contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting 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.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to 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.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or 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 or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. *It is agreed that each participating contracting unit shall pay the Lead Agency an annual fee of \$0 as its estimated prorated share of the administrative costs incurred by the Lead Agency. This amount shall be paid in 0 days from the receipt of billing from the Lead Agency. In the event this estimated prorated share should prove insufficient, each party*

agrees to pay an additional prorated sum to be determined by all of the participating contracting units.²

- 16. For the first year of the term of this Agreement, the Educational Information & Resource Center shall serve as the Lead Agency, and thereafter, for each succeeding year. The Director of the Division of Local Government Services within the State Department of Community Affairs shall be notified within thirty (30) days of any change in the designated Lead Agency.³*
17. This Agreement shall become effective on August 1, 2015 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.⁴
- 18. 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.⁵*
19. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier 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.

2. Clause 15 relating to the payment of an Administrative Fee is optional. If a Fee is charged, language defining how the Fee is established should be included. The participating contracting units may help underwrite the administrative costs incurred by the Lead Agency in fulfilling its role as "purchasing agent" for the System through the payment of an Administrative Fee. While the Fee is optional, the question of whether to impose a Fee should be resolved and agreed to by the participating members at the time the System is established.

3. Clause 16 relating to the rotation of Lead Agency responsibility is optional.

4. Approval may be for less than five (5) years at the discretion of the Lead Agency.

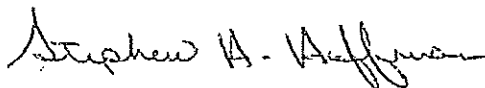
5. To facilitate signing, appropriate language permitting counterpart copies to be signed by the Lead Agency and individual participants may be included. See sample "Paragraph 18 Rider" on Page 22

20. This Agreement shall be binding upon and inure 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 LEAD AGENCY

BY:



Stephen H. Hoffman, Business Administrator

FOR THE PARTICIPATING UNIT

BY:

(NAME AND TITLE)