

COOPERATIVE PRICING SYSTEM AGREEMENT

New Jersey School Boards Association Cooperative Pricing System (#E-8801-ACESPCS)

This Agreement, made and entered into this ____ day of _____, 20____, by and between the New Jersey School Boards Association on behalf of the NJSBA Technology for Education and Careers (TEC) program and (*insert name of participants*) and other local district boards of education located in the State of New Jersey who may in the future choose to participate in the NJSBA TEC Cooperative Pricing System.

WITNESSETH

WHEREAS, the Public School Contracts Law, N.J.S.A. 18A:18A-4.1a, 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), N.J.S.A. 18A:6-45 et. seq., on behalf of its membership has competitively contracted to procure on an aggregated basis VMware® products and services, having awarded a competitive contract to Carahsoft Technology Corporation on October 20, 2015; and

WHEREAS, N.J.S.A. 18A:18A-11 specifically authorizes two or more local district boards of education (hereinafter referred to as local boards) 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

WHEREAS, this Cooperative Pricing Agreement (hereinafter referred to as the Agreement) is to effect substantial economies in the purchase of VMware® products and services for local boards 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 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 work, materials, or supplies to be priced cooperatively include energy aggregation, supplies and materials, time and materials and as well as the purchase VMware® products and services; and such other items or services as two or more participating local boards 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 boards 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 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 boards shall designate, in writing, to the Lead Agency, the 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 the Lead Agency 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 the Lead Agency on behalf of all of the participating local boards desiring to purchase products and services and some or all of the other services specified in this Agreement.
7. The Lead Agency when advertising for bids or quotations shall receive bids or quotations on behalf of all participating local boards. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating local boards, either reject all or certain of the bids or make one award to the lowest responsible bidder. 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 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.
11. The provisions of paragraphs 7, 8, 9, and 10 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.
12. 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.
13. The Lead Agency 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.
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 the Lead Agency shall be paid an administrative fee of two percent of the transaction costs directly from the successful bidder.
16. 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.

17. Additional local boards 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.
18. 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.
19. This Agreement shall be binding upon and enure 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
New Jersey School Boards Association

ATTEST BY: _____
Name and Title

FOR THE PARTICIPATING LOCAL DISTRICT BOARD OF EDUCATION:

BY: _____
Name and Title

ATTEST BY: _____
Name and Title

“PARAGRAPH 17 RIDER”

The sample Cooperative Pricing Agreement in Paragraph 18 provides for the execution of the Agreement by means of a Rider. This use of the Rider can expedite the process for the execution of the Agreement by a number of potential members to a Cooperative Pricing System.

COOPERATIVE PRICING AGREEMENT RIDER

Pursuant to Paragraph 18 of the Cooperative Pricing Agreement, the (INSERT NAME OF MEMBER) hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The (INSERT NAME OF MEMBER) acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The (INSERT NAME OF MEMBER) shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the _____st day of _____, 20_____.

ATTEST: (MEMBER)

CLERK

AUTHORIZED SIGNATORY

Pursuant to Paragraph 18 of the Cooperative Pricing Agreement, the [LEAD AGENCY] does hereby accept [Insert Name of Member] as a member of the Cooperative Pricing System in consideration for the execution of the foregoing Rider and the promises, covenants, terms and conditions, as well as by any rules and regulations, referred to therein.

ATTEST: (LEAD AGENCY)

CLERK

AUTHORIZED SIGNATORY