

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 2
TOWNSHIP OF MOORESTOWN**

RESOLUTION 2022-10

**A RESOLUTION AUTHORIZING THE BOARD OF FIRE COMMISSIONERS
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT (ESCNJ)**

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 Services Commission of New Jersey, 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 3, 2022 the Board of Fire Commissioners, Fire District No. 2 of the Township of Moorestown, County of Burlington, 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 Board of Fire Commissioners, Fire District No. 2 of the Township of Moorestown.

AUTHORITY

Pursuant to the provisions of *NJS.A. 40A:11-11(5)*, the Fire District Administrator, Stephen W. Knobbs, 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 (NJS.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.

RECORDED VOTE:

| Commissioner | Yea | Nay | Absent | Abstain |
|--------------|-----|-----|--------|---------|
| Wesolowski | X | | | |
| Grant | X | | | |
| Niedermayer | X | | | |
| Humes | X | | | |
| Mann | X | | | |

CERTIFICATION

I, Secretary of the Moorestown Fire District No. 2, do hereby certify that the foregoing resolution was presented and duly adopted by the fire district members at a meeting of the Board of Fire Commissioners of the Moorestown Fire District No. 2 held on August 3rd, 2022.

IN WITNESS THEREOF, I have set my hand and affix the seal of said Fire District this the 3rd day of August, 2022.


Lawrence F. Niedermayer, Secretary

(SEAL)

COOPERATIVE PRICING SYSTEM AGREEMENT

THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY
65-MCESCCPS

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into the 3rd day of August, 2022, by and between the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY and the Board of Fire Commissioners, Moorestown Fire District No. 2 who desires to participate in the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM.

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 SERVICES COMMISSION OF NEW JERSEY 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 Resolution 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:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. 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.
2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR 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 the 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.
3. 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 if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. *It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:*
 - *Supplies, materials, goods and services at 2.2% of sales.*
 - *Natural Gas .00325 per therm*
 - *Electrical Aggregation.00125 per kilowatt hour*
 - *Demand Response at 7% of reimbursement*All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.
15. This Agreement shall become effective on 8/3/22 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.

16. *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.*
17. 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.
18. 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: _____
Anthony La Marco
Business Administrator/Board Secretary

ATTEST BY: _____
Name and Title

FOR The Board of Fire Commissioners,
Moorestown Fire District No. 2

BY: _____
Stephen W Knobbs
Board Administrator

ATTEST BY: _____
Lawrence F Niedermayer
Secretary

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 2
TOWNSHIP OF MOORESTOWN**

RESOLUTION 2022-11

**A RESOLUTION AUTHORIZING THE BOARD OF FIRE COMMISSIONERS
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT (CCESC)**

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 August 3, 2022 the Board of Fire Commissioners, Fire District No. 2 of the Township of Moorestown, County of Burlington, 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 Board of Fire Commissioners, Fire District No. 2 of the Township of Moorestown.

AUTHORITY

Pursuant to the provisions of *NJS.A. 40A:11-11(5)*, the Fire District Administrator, Stephen W. Knobbs, 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 (NJS.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.

RECORDED VOTE:

| Commissioner | Yea | Nay | Absent | Abstain |
|--------------|-----|-----|--------|---------|
| Wesolowski | X | | | |
| Grant | X | | | |
| Niedermayer | X | | | |
| Humes | X | | | |
| Mann | X | | | |

CERTIFICATION

I, Secretary of the Moorestown Fire District No. 2, do hereby certify that the foregoing resolution was presented and duly adopted by the fire district members at a meeting of the Board of Fire Commissioners of the Moorestown Fire District No. 2 held on August 3rd, 2022.

IN WITNESS THEREOF, I have set my hand and affix the seal of said Fire District this the 3rd day of August, 2022.


Lawrence F. Niedermayer, Secretary

(SEAL)



Daniel Del Vecchio, Superintendent
Patrick Madden, Business Administrator/ Board Sec.
Karen Willis, Assistant Business Administrator

COOPERATIVE PRICING SYSTEM AGREEMENT – 66CCEPS

THIS AGREEMENT is made and entered into this 3rd day of August, 2022, 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.

Moorestown Fire District No. 2


BY: 

(Authorized Signature)

NAME: Stephen W. Knobbs

DATE: 08/03/2022

TITLE: Board Administrator

WITNESS: 

(Signature)

NAME: Lawrence F. Niedermayer, Secretary

DATE: 08/03/2022

Lead Agency

Camden County Educational Services Commission

BY: _____

W. Patrick Madden
Business Administrator & Board Secretary

DATE: _____

WITNESS: _____
(Signature)

NAME: _____

DATE: _____