

RESOLUTION NUMBER: 23-036

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR MEMBER PARTICIPATION IN THE EDUCATIONAL SERVICES
COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM ID #65MCESCCPS**

DATE OF ADOPTION: FEBRUARY 22, 2023

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RIGO SANCHEZ**

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 February 22, 2023 the governing body of the Passaic Valley Water Commission, County of Passaic, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

WHEREAS, the Cooperative Pricing System Agreement is attached hereto as **Exhibit A**.

NOW, THEREFORE BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Board President is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency; and
2. 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; and
3. This resolution shall take effect immediately upon passage.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	—	—	—
COTTON, R.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
VAN RENSALIER, R.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.


President
GERALD FRIEND


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 22, 2023.



LOUIS AMODIO

Administrative Secretary

EXHIBIT A

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 this ____ day of _____, 2023, by and between the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY and the PASSAIC VALLEY WATER COMMISSION 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 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 5/21/22 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: Passaic Valley Water Commission
Participating Unit

BY: _____
Gerald Friend
President

ATTEST BY: _____
Louis Amodio
Administrative Secretary