

RESOLUTION 2026-155

A RESOLUTION AUTHORIZING THE MEMBERSHIP PARTICIPATION INTO A COOPERATIVE PRICING SYSTEM BETWEEN THE TOWNSHIP OF BARNEGAT AND HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION, #34HUNCCP

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

WHEREAS, on this date, April 7, 2026 the governing body of the Township of Barnegat, County of Ocean, State of New Jersey duly considers participation in a Cooperative Pricing System for the provision and performance of goods and services; and

WHEREAS, the parties agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement.

WHEREAS, the Township of Barnegat, pursuant to N.J.S.A. 40A:11-1 et seq. may, by resolution and without advertising for bids, purchase any goods or services under the Hunterdon County Educational Services Commission Cooperative Pricing System (#34HUNCCP) for any contract entered into on behalf of the Township of Barnegat; and

WHEREAS, 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

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. That the governing body of the Township of Barnegat hereby authorizes the Mayor, Municipal Clerk and Township Administrator to sign a member participation agreement with Hunterdon County Educational Services Commission Cooperative Pricing System id #34HUNCCP
2. The Township shall be responsible to ensure that the goods and or services procured through Hunterdon County Educational Services Commission Cooperative Pricing System comply with all applicable laws of the State of New Jersey , 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.
3. This resolution shall take effect immediately upon passage.

CERTIFICATION

I, Donna M. Manno, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee at their regular meeting held in the Municipal Complex, 900 W. Bay Avenue, Barnegat NJ 08005, on April 7, 2026

Donna M. Manno, RMC
Municipal Clerk



Hunterdon County Educational Services Commission
37 Hoffmans Crossing
Road Califon, New
Jersey 07830
Phone: 908-439-4280 Fax: 908-975-3753

*Corinne Steinmetz/
Superintendent x4500
Heidi Gara, SBA/Board
Secretary x4501*

COOPERATIVE PRICING AGREEMENT

This agreement made and entered into this ___ day of _____, 20___, by and between the Board of Directors of Hunterdon County Educational Services Commission, 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 fuels, office supplies, paper products, instructional materials and equipment, vehicles, modulares 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 January 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, and*
 - 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, 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*
- 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 advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities

- 7) 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.*
- 8) 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(s) with the exception of HCESC in-house order preparation (4%) and fuel participation. This amount shall be paid forty-five (45) days from the receipt of billing from the Lead Agency.*
- 9) This agreement shall become effective upon approval of the Director of the Division of Local Government Services and shall continue in effect for a period of five (5) years pursuant to N.J.A.C. 5:34-7.5(f), or until a party to this Agreement shall give written notice of its intention to terminate its participation in the Cooperative Pricing System.*
- 10) 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.*
- 11) 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.*

12) 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.

GOVERNING BODY – BARNEGAT TOWNSHIP

MUNICIPALITY: _____

ATTEST: _____
Municipal Clerk, Donna M. Manno

BY: _____
Mayor, Pasquale (Pat) Pipi

DATE: April 7, 2026

LEAD AGENCY
HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION

ATTEST: _____
Secretary to the Board

BY: _____
Board President

