HOPE TOWNSHIP BOARD OF EDUCATION
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908-459-4242

ADDENDUM

August 27, 2024

XI. BUILDINGS & GROUNDS/TRANSPORTATION - Mr. Lucas, Mr. Ciccarelli

Committee update

MOTION by_____, seconded by_____ to approve Buildings & Grounds/ Transportation items A and B.

A. Approve the Indoor Air Quality Plan

BE IT RESOLVED that the Board, upon recommendation of the Chief School Administrator, approve the Indoor Air Quality Plan for the 2024-2025 school year.

B. Approve the Integrated Pest Management Plan

BE IT RESOLVED that the Board, upon recommendation of the Chief School Administrator, approve the Integrated Pest Management Plan for the 2024-2025 school year.

XIV. FINANCE - Mr. Ciccarelli, Mrs. Beatty, Mrs. Chamberlain

Committee update

MOTION by_____, seconded by_____ to approve Finance items K and L.

K. Participation in the Educational Cooperative Pricing System with the Educational Services Commission of Morris

WHEREAS, N.J.S.A. 40A:11-11 (5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purchase of work, materials, services and supplies; and

WHEREAS, the Educational Services Commission of Morris County is conducting a voluntary Cooperative Pricing System with other authorized contracting units within Morris County or adjoining counties utilizing the administrative purchasing services and the facilities of the Educational Services Commission of Morris County; and

WHEREAS, this Cooperative Pricing Agreement is to effect substantial economies in the

purchase of work, materials and supplies; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE IN CONSIDERATION OF the premises 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 may include computer hardware, software, courseware, copying equipment and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.

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 System's registration and annually thereafter in January of each succeeding year) publish a legal ad in such format as required by N.J.A.C. 5:34-7.12 in a 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, and

   (B) The address and telephone number of Lead Agency, 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 Cooperative Pricing System Agreement.

4. Each of the participating contracting units shall advise the Lead Agency, in writing, of the items to be purchased and indicate therein the approximated 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 charges 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 contracting units desiring to purchase any item.

7. The Lead Agency shall advertise for bids or solicit informal quotations on behalf of all participating contracting units. Following its receipt and review of bids, the Lead Agency shall either reject all or certain of the bids or make one award to the lowest possible 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 overall (master) contract.

8. The Lead Agency shall enter into a formal written contract (s), when required by law, 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 bidder (s) against said contract; accept its own deliveries, be invoiced by and receive statements from the successful bidder (s) against said contract; accept its own deliveries, be invoiced by and receive statements from the successful bidders (s); make payment directly to the successful bidder (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 and shall according 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 Paragraph 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 unit

12. No participating contracting unit 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 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.

14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

15. This Agreement shall become effective on August 27, 2024 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect until the expiration of the System's registration in the year 2024, unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. All records and 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.

17. The inclusion of new contracting units or the withdrawal of participating contracting units shall not invalidate the Agreement between the Lead Agency and other signatories to this Agreement.

18. The Lead Agency and individual participating contracting units may sign separate copies of

the Agreement. All executed copies shall be integrated as one fully executed document.

19. The Lead Agency status may rotate on volunteer basis each 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.

20. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

L. Authorizing the Hope Township School District to enter into a cooperative pricing agreement Resolution Number 26EDCP

WHEREAS N.J.S.A. 40A:11-11 (5) authorizes contracting units to enter into Cooperative Pricing Agreements; and

WHEREAS the Educational Services Commission of Morris County, hereinafter referred to as the "Lead Agency", has offered voluntary participation in a Cooperative Pricing System known as the "Educational Cooperative Pricing System" for the purchase of work, materials and supplies; and

WHEREAS, the **HOPE TOWNSHIP SCHOOL DISTRICT** within the County of **WARREN**, New Jersey, desires to participate in the Educational Cooperative Pricing System.

NOW THEREFORE, BE IT RESOLVED on the August 27, 2024 by the said Board of Education as follows:

AUTHORITY

As directed by N.J.S.A. 18A-18A-11 et seq. and 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.

CONTRACTING UNIT

The Lead Agency shall advertise for and receive bids from vendors who will make school supplies, equipment and other related goods and services available to participating members of the said Cooperative Pricing System at the agreed upon price; and

The Lead Agency entering into contracts on behalf of the **HOPE TOWNSHIP SCHOOL DISTRICT** shall be responsible for complying with the 54 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.

XV. PERSONNEL - Mrs. Ritchie, Mr. Lucas, Mrs. Skow

Committee update

MOTION by_____, seconded by_____ to approve Personnel item J.

J. Approve Substitute Caller

BE IT RESOLVED that the Board, upon recommendation of the Chief School Administrator, approve Jennifer DeYong as the Substitute Caller for the 2024-2025 school year.