

JOINT PURCHASING AGREEMENT

This Joint Purchasing Agreement (hereinafter "Agreement") is made this 30 day of January, 2018, by and between the Allegheny Intermediate Unit (hereinafter "AIU") and Plum Borough (hereinafter "District/School").

WITNESSETH

WHEREAS, the Board of School Directors of the AIU ("AIU Board") is authorized by the Public School Code of 1949, as amended ("School Code"), 24 P.S. § 9-914-A(14), to consolidate and let combined bids for bulk purchases; and

WHEREAS, the School Code, 24 P.S. § 5-521, and the Political Subdivision Joint Purchases Law, as amended, 53 P.S. §§ 5431-5433, permit political subdivisions including school entities to enter into agreements for joint purchases of materials, supplies, equipment and services; and

WHEREAS, the AIU operates a Joint Purchasing Program; and

WHEREAS, District/School wishes to take advantage of the efficiency and potential savings associated with joint purchasing through the AIU Joint Purchasing Program.

NOW THEREFORE, intending to be legally bound hereby, the District/School and the AIU agree as follows:

1. Participation in Joint Purchasing Program. District/School hereby agrees to participate in the joint purchasing of materials, supplies, equipment and services through the AIU Joint Purchasing Program. District/School and other entities participating in the Joint Purchasing Program (hereinafter "Participating Entities") may combine the purchases of materials, supplies, equipment and services whenever it appears that such combination will be to their advantage.
2. Appointment of Representatives. District/School shall designate by resolution one primary representative and one alternate representative to the Joint Purchasing Program. District/School may change its designation of representative(s) by written notice to the AIU Chief Finance and Operations Officer or his successor (hereinafter "AIU CFO").
3. Administration of Joint Purchasing Program. All administrative operations of the Joint Purchasing Program shall be conducted by certain employees of the AIU's Division of Finance and Business Operations as designated by the AIU CFO (hereinafter "AIU Finance Staff"). All administrative and operating costs of the Joint Purchasing Program will be paid by the AIU. The AIU, through the bidding process, may assess to any vendor awarded a bid an administrative charge calculated as a percentage of the value of all purchases by Participating Entities.
4. Development of Specifications. AIU Finance Staff shall meet or confer periodically with representatives of Participating Entities to prepare specifications for the various types of materials, supplies, equipment and services, which may be jointly purchased. AIU Finance Staff shall supply to the representatives of Participating Entities a list of those items upon which joint specifications are prepared and may add to this list, or subtract therefrom, from time to time.

5. **Participation in Particular Bids.** District/School may join or decline to join in any purchase prior to advertisement of an invitation to bid. District/School shall specify in writing, through its representative, prior to advertising, the items and quantities thereof (if any) to be purchased by District/School.

6. **Advertisement, Opening and Awarding of Bids.** Joint purchasing shall be carried out in accordance with the applicable provisions of the School Code and other laws and shall be made only after competitive bidding, in writing, advertisement of which shall be placed in newspapers in accordance with law. All competitive bids shall be opened at a time and place specified by the AIU. Bid openings shall be attended by the representative from each Participating Entity as required by law. District/School hereby authorizes the AIU CFO or his designee to act as District/School's representative for the bid opening should District/School's designated representative or alternate fail to attend. Following the opening of bids, a committee of AIU Finance Staff and all representatives of Participating Entities wishing to participate shall review, analyze and tabulate the bids and identify the lowest responsible bidder meeting specifications. The AIU CFO shall recommend to the AIU Board that the bid be awarded to such lowest responsible bidder. The bid award shall take place at a duly advertised public meeting and shall require the favorable vote of a majority of the full Board. AIU Finance Staff shall notify each Participating Entity of the bid award.

7. **Obligation to Issue Purchase Order.** Within forty-five (45) days of receiving notification of the bid award, District/School shall issue to the successful bidder a purchase order for the quantity of items specified by District/School prior to advertisement of the invitation to bid. (No purchase order is required for purchases of gasoline, diesel fuel, electricity and natural gas, which the vendor(s) shall invoice to Participating Entities.) Payment on all purchases shall be made by each Participating Entity. Under no circumstances shall any Participating Entity or the AIU be responsible for payment on account of another Participating Entity's purchases or failure to make purchases or tender payment hereunder.

8. **Indemnification.** In consideration of the foregoing services provided by the AIU and the efficiency and potential savings afforded by the Joint Purchasing Program and by the participation of multiple entities therein, District/School shall reimburse, indemnify, defend and hold harmless the AIU and the other participating entities, their officers, directors, employees, agents, attorneys and insurers, from and against any and all liabilities and obligations of the District/School of any nature whatsoever, including but not limited to, any and all damages, losses, deficiencies, liabilities, costs and expenses resulting from, relating to, or arising out of, any joint bids under this Agreement or any subsequent purchases of materials, supplies, equipment or services; District/School's failure to purchase any or all quantities of materials, supplies, equipment or services; and the failure of a vendor to deliver any or all quantities of materials, supplies, equipment or services.

9. **Effective Date.** This agreement shall take effect immediately upon approval by both a majority of the full board of school directors of District/School and a majority of the full AIU Board and shall remain in effect until terminated or superseded by a successor agreement.

10. **Termination.** This agreement may be terminated at any time upon due written notice of at least thirty (30) days either from the AIU to the representative of District/School or from the representative of District/School to the AIU CFO. District/School shall remain liable for any obligations incurred prior to such termination.

WHEREFORE, the parties hereto, by their duly authorized representatives and intending to be legally bound, have executed this Agreement.

Attest:

ALLEGHENY INTERMEDIATE UNIT

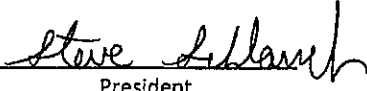
Secretary

By: _____
President

DISTRICT/SCHOOL



Secretary

By: 

President