

# JOINT PURCHASING SYSTEM AGREEMENT

## Park Technology Services

### AGREEMENT FOR A JOINT PURCHASING SYSTEM

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the, Somerdale School District and the \_\_\_\_\_, to participate in a Joint Purchasing System.

#### WITNESSETH

WHEREAS, N.J.S.A. 40A:11-10, specifically authorizes two or more contracting units to enter into a Joint Purchasing Agreement for the provision and performance of goods and services; and

WHEREAS, the Somerdale School District is conducting a voluntary Joint Purchasing System with other authorized contracting units utilizing the administrative purchasing services and facilities of the Somerdale School District; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution; and in accordance with the aforesaid statute; and

NOW, THEREFORE, IN CONSIDERATION OF the promises and the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced jointly *may* include Remote Server and Administration Support Services, Network Device and Wireless System Support Services, Cloud Based Password Management Services, Cloud Based Email Archiving, Web Design and Hosting, Firewall and Content Filtering Appliance, Traditional Integration and Custom Programming Services, Power School Hosting and Support Services, Power School Training and Consulting Services, and such other items as two or more participating contracting units in the system agree can be purchased on a joint basis.
2. The items and classes of items which may be designated by the participating contracting units hereto shall be purchased jointly 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 on the anniversary of the system's registration publish a legal ad in such format as required by N.J.S.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 the Lead Agency
  - c. The names of the participating contracting units
  - d. The State Identification Code assigned the Joint Purchasing System
  - e. The expiration date of the Joint Purchasing Agreement

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the quantities desired (if not an open ended contract), the location for delivery and any other requirements, to permit the preparation and filing of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency, and no changes shall thereafter be made. 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 goods or services to be purchased shall be prepared by the Lead Agency on behalf of all the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units.
8. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all of the 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.
9. The award shall result in only the Lead Agency entering into a formal written contract(s) directly with the successful bidder(s).
10. The Lease Agency on behalf of each participating contracting unit shall certify the funds available for all the needs ordered under a particular contract(s); issue all purchase orders in its own name directly to the successful vendor(s) against said contract; and be invoiced by and receive statements from the successful vendor(s).
11. The Lead Agency shall be responsible for payment for any items ordered, or for performance generally, by any other participating contracting unit. Each participating contracting unit however, shall be required to accept its own deliveries.
12. The provisions of Paragraphs 7, 8, 9, 10, and 11 above shall be quoted or referred to and sufficiently described in the specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting unit.
13. No participating contracting unit in the Joint Purchasing 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.
14. The Lease 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.
15. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
16. It is agreed that each participating contracting unit shall pay the Lead Agency an administrative fee in the amount of 5 to 15 percent over the cost of any goods or services provided to the participating contracting unit. This amount shall be paid in thirty (30) days from the receipt of billing from the Lead Agency.
17. It is further agreed that upon notification by the Lead Agency that it is about to award a contract to a vendor on behalf of itself and participating agencies, each participating

agency if requested, shall issue a purchase order and make payment in advance to the Lead Agency for its respective portion of the pending contract. The Lead Agency shall hold such advance payment in trust for the purpose for which it was made in accordance with N.J.A.C. 5:34-7.14(d)6iii and shall promptly return any unneeded portion.

18. This Agreement shall become effective on \_\_\_\_\_, 2016 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 sixty (60) days written notice of its intention to terminate its participation.
19. 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.
20. 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:** \_\_\_\_\_  
(NAME AND TITLE)

**FOR THE PARTICIPATING UNIT:**

**BY:** \_\_\_\_\_  
(NAME AND TITLE)