

Le-Nor-Co Purchasing Cooperative

Joint Purchase Agreement

February 2017

Public School Districts and Career & Technical Institutes from Eastern Pennsylvania within 80 area miles of the outer city limits of the City of Allentown, PA, hereafter called the "Participating Members", hereby agree to engage when practical as determined by each Participating Member, in the practice of joint purchasing of materials, supplies, equipment, and any other products or services related to the operation of the Participating Members' food service departments. The joint purchasing shall be in accordance with the applicable provisions of:

1. Section 504, 504.1 and 521 of the School Code, Act of March 10, 1949;
2. Pennsylvania Cooperation in Governmental Functions Act, 53 Pa.C.S.A. § 2303;
3. 62 Pa.C.S.A. § 1902; and
4. All applicable federal procurement regulations

and in the following manner and on the following terms:

1. Joint Purchasing Plan: The Participating Members propose to combine the purchases of materials, supplies, equipment, and any other products or services when the Joint Purchasing Board determines that such a combination will be advantageous to the Participating Members.
2. Joint Purchasing Board: It is hereby agreed that in order to carry out this joint purchasing plan, a Joint Purchasing Board will be established. Each Participating Member shall designate its Food Service Director or equivalent position and, in the absence of such Food Service Director, an alternate designated to be the Business Manager to serve as representative of the Participating Member on such Joint Purchasing Board, as a Member of the Board, for purposes of attending meetings of the Board and voting in the interest of the Participating Member.

3. Appointments: The Joint Purchasing Board shall appoint from its Members a President and a Vice President (who shall serve in the absence of the President) who shall conduct meetings for the Joint Purchasing Board. A Secretary shall be appointed who shall maintain the minutes of the meetings of the Board and who shall be responsible for correspondence of the Board (which may be delegated to a third party by action of the Board).
4. Advisory Sub-Committees: The Joint Purchasing Board Members shall appoint Advisory Sub-Committee Members from their respective governing bodies to serve on each Advisory Sub-Committee established. The Advisory Sub-Committees shall meet periodically as agreed upon to accomplish the functions as defined in the Le-Nor-Co Purchasing Cooperative Advisory Sub-Committee Guidelines.

The Joint Purchasing Board shall periodically review and approve appropriate changes to the Le-Nor-Co Purchasing Cooperative Board Advisory Committee Guidelines.

5. Administration: The Bid Process/Procurement Advisory Sub-Committee shall serve as the Coordinator of all administrative procedures related to the procurement process.
6. Procurement Administration: Joint purchasing shall be carried out by the Joint Purchasing Board by complying with the applicable provisions of the Pennsylvania School Code and the Pennsylvania and federal laws pertaining to procurement and food services, and shall be made only after competitive bidding, in writing, advertisement of which shall be inserted in newspapers in accordance with the law, except for procurement of such products and services that do not require those steps.

All competitive bids shall be opened at a time and place specified by the Coordinator of the Joint Purchasing Board. All Participating Members

will be invited to attend and participate in the bid opening. Attendance by Participating Members is optional.

Following the bid opening, bids will be tabulated, and the Coordinator shall call a special meeting of the Joint Purchasing Board for the purpose of making recommendations for the award of bids. All bids shall meet specifications and contracts will be awarded to the lowest responsible bidder meeting specifications and consistent with applicable laws.

In those limited instances where the applicable laws and regulations permit Le-Nor-Co to use means other than sealed bids – such as Requests for Proposals, micro-purchases, solicitation of quotes or any other permitted means in such cases – the Joint Purchasing Board shall seek input from its third party procurement specialist and counsel.

7. Voting/Quorum: Each Participating Member will be allowed only one vote by its regular or an alternate Board Member. Unless otherwise required by law, the Joint Purchasing Board shall act by majority vote of Members present. In order to take action on any item at a Joint Purchasing Board meeting, a quorum must be present, which shall consist of two thirds (2/3) of the Participating Members. The President and Vice President shall be entitled to a vote and shall be included in the calculation of a quorum.
8. Participants' Responsibility
 - Each Participating Member that participates shall pay each contractor, vendor and/or the Le-Nor-Co Purchasing Cooperative all amounts due on its purchases made through the agency of the Joint Purchasing Board, promptly upon satisfactory performance of the providers; but it shall have no liability with respect to purchases made through the Joint Purchasing Board by or for other Participating Members.
 - Participating Members agree to indemnify and hold harmless the Joint Purchasing Board and each other with respect to any purchases

made by such Participating Member through the Joint Purchasing Board and any liabilities arising from such purchases.

- Each Participating Member shall designate, through its representative, in writing prior to advertising, the items to be purchased, the quantities and terms of shipment for their governing body. It is understood that each of the Participating Members shall have the privilege of either joining in or not joining in the bid process of any items upon which joint purchasing bids are to be secured. However, no Participating Member may participate in a particular joint purchasing endeavor and individually bid what is effectively the same committed products or services at the same time.
- Each Participating Member shall award a contract for quantities committed to purchase to the lowest responsible bidder meeting specifications within sixty (60) days, based on the competitive bids received by the Joint Purchasing Board. Where bid solicitations and resulting vendor agreements as prepared by the Le-Nor-Co third party procurement specialist modify the above procedures the modified procedures shall be used and must be followed by each Participating Member in lieu of the above.

9. Expenses: It is agreed that any operating expenses directly arising from the operation of the Joint Purchasing Board shall be shared equally among the various Participating Members.

The Joint Purchasing Board shall retain the right to secure legal counsel in the event such action is necessary. The President shall recommend such action to the Joint Purchasing Board.

10. Term: This Agreement shall become effective for each member upon the date of that member's signature, and shall continue in force from year to year with the understanding that any Participating Member may remove itself from the Agreement at any time upon due written notice of at least thirty (30) days. Upon removal, such a former member will remain liable for the former member's share of expenses accrued through the effective date of removal.

11. Amendments: This Agreement may be amended by the affirmative vote of two-thirds of all Participating Members at the time the amendment is proposed. In voting on amendments, Participating Members shall each obtain a majority vote of their individual governing boards directing the Participating Member's vote either for or against the amendment.

12. Additional Participants: By two-thirds vote of the Joint Purchasing Board, and where such participation is not barred by the applicable vendor agreement, non-member districts or other governmental entities, upon petition, may participate in cooperative purchasing as a non-voting member for an annual fee determined by the Joint Purchasing Board.

13. Effective Date: The effective date of this Agreement shall be _____.

District/CTI Name: _____

President, Board of School Directors:

Secretary, Board of School Directors:

Date: _____