

**JOINT PURCHASING AGREEMENT**

This Joint Purchasing Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between **MIDWESTERN INTERMEDIATE UNIT IV (“MIU IV”)**, an intermediate unit  
organized under the provisions of the Public School Code of 1949, as supplemented and amended,

**A N D**

\_\_\_\_\_, with offices at \_\_\_\_\_, (the “Participating Entity”).

**W I T N E S S E T H :**

**WHEREAS**, the parties are authorized pursuant to Sections 521 and 964 (14) of the Public School Code of 1949, as amended, 24 P.S. Section 5-521 and 9-964 (14), and Section 1 of the Act of July 28, 1941, P.L. 544, as amended, 53 P.S. Section 5431, to make joint purchases of materials, supplies, or equipment and to enter into such agreements as may be deemed necessary to accomplish such purpose; and

**WHEREAS**, the MIU IV under its Joint Purchasing Program and the twenty-seven (27) public school districts in Mercer, Lawrence, and Butler Counties have formed a consortium in order to issue and receive joint competitive bids for such purchases; and

**WHEREAS**, the Participating Entity desires to participate in MIU IV’s Joint Purchasing Program in order to take advantage of lower prices, reduced advertising costs and other economies associated with combining the purchases of materials, supplies and equipment, through the joint competitive bidding process, whenever it appears such combining of purchases may be to the advantage of the Participating Entity.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I**  
**MIU IV CONSORTIUM**

Section 1.01. Location. The MIU IV Consortium (herein after referred to as “Consortium”) shall be located in the offices of MIU IV, 453 Maple Street, Grove City, Pennsylvania, 16127-2399.

Section 1.02. Membership. Membership shall consist of twenty-eight (28) members from each of the twenty-seven (27) school districts in Lawrence, Mercer and Butler Counties (usually the chief school business administrator) and a designee of the Executive Director of MIU IV, who shall coordinate the program.

Section 1.03. Applicable Laws. The Consortium shall, at all times, comply with the various laws governing joint purchasing including Section 521 of the Public School Code of 1949, 24 P.S. Section 5-521, Sections 1, 2, and 3 of the Act of April 29, 1937, P.L. 526, as reenacted and amended by the Act of July 28, 1941, P.L. 544 as amended, 53 P.S. Section 5431, 5432, and 5433, and Sections 7.1 through 7.6 of the Act of July 12, 1972, P.L. Section 762, No. 180, as amended, 53 P.S. Section 487.1 through 487.6.

Section 1.04. Authority. The Consortium acts as a service provider for participating entities and has no authority to obligate participating entities in the awarding of bids, or in any of its other activities. A bid award by the MIU IV Board of Directors on behalf of the Consortium constitutes a recommendation to the Participating Entity and said entity has sole responsibility and authority in deciding whether to accept or reject, in whole or in part, the MIU IV Board’s action. Individual participating entities reserve all powers and rights to accept or reject the action of the MIU IV Board of Directors.

Section 1.05. Meetings. Meetings shall be held as needed at the location set forth in Section 1.01.

Section 1.06. Administrative Operations. Unless otherwise directed by the Consortium, all administrative operations associated with the Consortium will be coordinated by MIU IV under the direction of MIU IV's Director of Business Services.

Section 1.07. Budget. All Consortium administration and operating costs will be paid by MIU IV from funds budgeted in MIU IV's annual budget and from fees assessed against additional entities pursuant to Section 2.02.

## **ARTICLE II**

### **ADDITIONAL ENTITIES**

Section 2.01. Participation. MIU IV may approve participation by other entities lawfully authorized to engage in joint purchases conducted by the Consortium. The approved Participating Entities may participate upon the execution of this Joint Purchasing Agreement and payment of required fees. Approved additional entities may share in any savings associated with Joint Purchasing activities. Additional entity representatives may participate in discussions regarding bid preparation, and/or other issues associated with bids in which they are participating.

Section 2.02. Charges and Fees. The Participating Entity shall contribute to the administrative and operational costs of the MIU IV Joint Purchasing Program as established by MIU IV. The Participating Entity will be assessed a percentage charge on all purchases made by the Participating Entity pursuant to the terms of this Agreement.

## **ARTICLE III**

### **BIDDING PROCEDURES AND AWARDS**

Section 3.01. Bidding Procedures. MIU IV will be responsible for all the procedures associated with bidding including those listed below:

- (a) Timely preparation of bid documents, including specifications, using quantity and other information supplied by the participants.

- (b) Distribution of bid information to all appropriate vendors on the Consortium vendor list, to other vendors requesting bid information and to vendors suggested by participating entities.
- (c) Advertising bids, according to legal requirements, and obtaining “Proof of Publications” when required.
- (d) Publicly opening the bids received, at the advertised time and place. Interested Parties may attend the bid opening.
- (e) Tabulating bids as expeditiously as reasonable under the circumstances and, if necessary, coordinating award recommendations with participants.
- (f) Recommending bid awards to the MIU IV Board of Directors for action at a regularly scheduled monthly meeting or at a special meeting.
- (g) Maintaining all public records regarding bids, as may be required by law.

Section 3.02. Participation. Individual Consortium members and additional entities may elect to participate in all, some or none of the bid categories. Individual participating Consortium members and participating additional entities may elect to accept all, some, or none of each bid award recommendation made by the Consortium.

Section 3.03. Bid Awards. MIU IV will notify all participants of bid awards by the MIU IV Board of Directors. Individual participants will, in accordance with any law applicable to the particular entity, issue a purchase contract for the item(s) awarded, to the vendor(s) selected, in accordance with each bid’s specifications. In the event the Participating Entity rejects, or substantially alters, the bid award by MIU IV Board of Directors, the Participating Entity shall timely notify MIU IV of such action.

## **ARTICLE IV**

### **MISCELLANEOUS PROVISIONS**

Section 4.01. Bid Categories/Timetable. At least once each year, a list of bid categories and a bidding timetable, for the year, shall be established by the Consortium. Changes to the list or timetable may be made at any regular or special meeting of the Consortium.

Section 4.02. Payments. Payments for all purchases will be made by the individual participants and under no circumstances shall any other participant, Consortium member or MIU IV be responsible for payments on account of an individual participant's purchases.

Section 4.03. Additional Procedures. The Consortium may adopt additional operating procedures or amend existing procedures to insure the Consortium operations are conducted in a proper and efficient manner.

Section 4.04. Compliance: The Participating Entity agrees that it will comply with all applicable statutory and regulatory requirements for entering into purchase contracts for any materials, equipment, supplies, or services purchased as a result of joint competitive bidding under this Agreement.

Section 4.05. Indemnity. The Participating Entity agrees to indemnify, defend and hold MIU IV, its officers and employees, and the Consortium, and its members, harmless from and against any and all claims, demands, liabilities and obligations related to or in any way arising out of any purchases of materials, supplies, services, equipment or other items by the Participating Entity under the terms of this Agreement, and further acknowledges and agrees that neither MIU IV or the Consortium shall have any liability, obligation or responsibility to the Participating Entity in regard to any materials, supplies, services, equipment or other items purchased by the Participating Entity pursuant to this Agreement.

Section 4.06. No Joint Liability or Joint Ownership. No Participating Entity shall be held to be jointly liable in the event of the failure of any Participating Entity to perform and discharge its obligations under any purchase pursuant to this Agreement, it being the intent hereof that any such purchase shall constitute the separate agreement of each Participating Entity with the particular contractor. No provision of this Agreement shall be construed to create any type of joint ownership of any property, and partnership or joint venture, any agency, or create any other rights or liabilities except as expressly set forth herein.

Section 4.07. Severability. Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected. This Agreement shall then be construed and enforced as if illegal or invalid provision had not been contained herein.

Section 4.08. Term. This Agreement shall become effective upon its due execution and delivery by all the parties hereto and shall remain in effect for one year and hereafter shall be terminated only upon thirty (30) days written notice.

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MIDWESTERN INTERMEDIATE UNIT IV**

By: \_\_\_\_\_  
President  
MIU IV  
Board of Directors

*ATTEST:*

\_\_\_\_\_

**PARTICIPATING ENTITY  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
President  
Board of School Directors

*ATTEST:*

\_\_\_\_\_

**PARTICIPATING ENTITY  
OTHER THAN SCHOOL DISTRICT**

By: \_\_\_\_\_  
Title

*ATTEST:*

\_\_\_\_\_