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# INTERLOCAL AGREEMENT

## Region 4 Education Service Center

### Contracting Parties

Township of Union Board of Education  
School District or Public Entity

39-5290  
County-District Number

Region 4 Education Service Center

101 - 950  
County-District Number

This agreement is effective \_\_\_\_\_ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

#### **Statement of Services to be Performed:**

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

#### **Role of the Purchasing Cooperative:**

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.
6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in the State of Texas.

#### **Role of the Member School District or Public Entity:**

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Issue any and all contracts, purchase orders, or other applicable authorizations for purchase (Purchase Orders) made on behalf of TCPN vendors. This agreement, however, does not obligate Member to purchase any commodities and/or services under any TCPN contract.
6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Pay vendors in a timely manner for all goods and services received.

### **General Provisions**

1. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of Region 4 ESC are located, which is Harris County, Texas.
4. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
5. Before any party may resort to litigation, any claims, disputes or other matters in questions between the Parties to this Agreement shall be submitted to nonbinding mediation.
6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this agreement being executed or the performance of the functions and obligations describe herein.
7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.
8. TCPN makes the contract available to the Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Member.
9. Region 4 ESC may amend this Agreement, provided that written notice is given to the Member no less than 60 days prior to the date that the change will take effect.
10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid and delivered to the parties of the agreement.
11. Member agrees to cooperate in compliance with any reasonable request for information and/or records made by the Cooperative. Breach of this provision may be grounds for termination after 10 days written notice to the Member.



# New Jersey



If you have questions, please feel free to reach out to Mike Grade, TCPN New Jersey Program Manager at 312.515.5795, or via email at [mgrade@tcpn.org](mailto:mgrade@tcpn.org).

Contact TCPN Today!

The Cooperative Purchasing Network (TCPN) is a national governmental purchasing

## TCPN Contracts Overview for New Jers

Pursuant to P.L. 2011, C 139 ( N.J.S.A. 52:34-6.2), New Jersey law allows local contracting units to make purchases and contract for services through the use of national cooperative contracts, such as those awarded by TCPN, so long as the contract complies with the laws of the lead agency awarding the competitive contract. TCPN's lead agency, Region 4 Education Service Center, is a *legally recognized contracting unit in the State of Texas and its procurement conforms in all respects with the State of Texas bidding laws* ([click here to view statutes](#)).

Texas competitive bid laws require solicitation for goods and services to be procured by an identified method of solicitation, including: Competitive Sealed Proposals (CSP), Request for Proposals (RFP) and Invitation for Bids (IFB). Solicitations must also be publicly advertised in a newspaper of general circulation for a minimum of ten days and then subsequently evaluated based on pre-determined criteria. All TCPN contracts are competitively procured by one of the methods identified above, publicly advertised for a minimum of fourteen days, evaluated based on the pre-determined criteria identified in the solicitation and awarded to the lowest responsible bidder or respondent(s) with best value.

The public bid solicitation and award process

cooperative that offers competitively bid and awarded contracts. TCPN vendors include local, regional and national vendors for commonly purchased products and services, allowing government entities to make compliant purchases at a valued rate.

Participating in the cooperative allows you to pay less for products and reduce administrative costs, which helps you do more with less. So why is TCPN so effective at creating more economical buying opportunities for you? Because we offer strength in numbers and years of government purchasing experience, assuring you of confidence in every contract.

- Every TCPN contract is competitively bid, evaluated, and awarded by a government entity acting as a lead agency.
- Each TCPN contract is written with painstaking care, ensuring maximum value and absolute security.
- TCPN's contract process was developed by experienced government purchasing professionals and procurement law attorneys.
- TCPN contracts are actively monitored through third-party audits.
- Region 4 Education Service Center's contracting process maintains ISO 9001:2008 certification for bid process consistency.
- A significant portion of TCPN's revenue goes to education and education initiatives.

utilized by Region 4 Education Service Center, through TCPN, is also consistent with the public bidding and procurement policy in the State of New Jersey. Under New Jersey law, New Jersey contracting units may "piggyback" onto contracts awarded by TCPN's lead agency because the TCPN solicitation process fosters competitive bidding, in as much as it utilizes advertising for bidding on a national cooperative contract; identifies the criteria and basis for award in the solicitation, such as award to the "lowest responsible bidder" or award to the "most advantageous to the public entity, price and other factors considered;" includes evaluative criteria when an RFP model is being used; excludes contracts based on an unadvertised "invitation only" procurement method; and excludes local preference or sole source procurement practices.

What does this mean for you? It means that you can now use TCPN contracts to save time and money! Please view each section of this web page to learn more!

### Links to Applicable Statutory Requireme

<http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.8.htm>

<http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.44.htm>

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm>

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2267.htm>

[http://www.state.nj.us/treasury/purchase/pdf/NJA/C1712.pdf#nameddest=sub\\_2](http://www.state.nj.us/treasury/purchase/pdf/NJA/C1712.pdf#nameddest=sub_2)

## TCPN Ne...

+ How much does it cost to participate with TCPN?

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- What does a public agency do to participate with TCPN?

Public agencies must register to participate. Registration is free and there are no restrictions on the amount or size of an order.

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+ What kind of oversight is in place with TCPN contracts?

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+ How many entities use TCPN?

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+ Who is eligible to use TCPN?

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+ Can my public agency use the program without going out for solicitation?

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+ Do TCPN contracts meet National Cooperative Contract Standards?

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+ Does TCPN require its vendors to comply with applicable New Jersey procurement documentation requirements?

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+ How does TCPN provide cost savings to its members?

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+ Does TCPN comply with the Open Records Act?

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+ Does TCPN require its vendors to submit a Business Entity Disclosure Certificate?

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+ Does TCPN require its vendors to submit a Political Contribution Disclosure form?

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+ Does TCPN assist its New Jersey members in providing advance public notice of the members' intent to use a National Cooperative?

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+ How can an agency begin utilizing TCPN contracts?

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+ Once an agency begins utilizing a TCPN contract how long does it last?

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- ✦ Can TCPN contracts be used by Federal Agencies, such as General Services Administration (“GSA”) / Federal Supply Schedule (“FSS”)?
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- ✦ What forms of payments do TCPN vendors accept?
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- ✦ Do TCPN contracts comply with the Office of the State Comptroller’s reporting requirements?
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- ✦ Where can agencies obtain documentation associated with each competitively solicited contract to conduct their own due diligence?

### Statutory Authority

Chapter 139 added the following language to subsection (b) of N.J.S.A. 52:34-6.2

*3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or*



*contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.*

As a result of Bill numbers S5525 and S3766A, the General Municipal Law will provide the full extent of the expected mandate relief, by allowing political subdivisions to use contracts let by the United States of America or any agency thereof, any state or any other county, political subdivision or district therein, when the contract has been let either to the lowest responsible bidder or on the basis of best value in a manner consistent with section 103 of the General Municipal Law.

*For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, fire district or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.*

## Helpful Resources

Notice of Intent to Award Contract Under a  
National Cooperative Purchasing Agreement

[Ownership and Stockholder Disclosure Form](#)

[Non-collusion Affidavit](#)

[Affirmative Action Affidavit and Contractor Agreement](#)

[EEO Compliance Certificate- Goods and Services Contracts](#)

[EEO Compliance Certificate- Construction Contracts](#)

[Political Contribution Disclosure Form](#)

[Business Entity Annual Statement Form \(\\*\\*for vendors making charitable contributions and receiving over \\$50k or over in government contracting funds\).](#)

[Disclosure of Investments in Iran Sanctions](#)

[Public Works Contractors Certificate Link](#)

[New Jersey Business Registration Certificate Information](#)

These links and forms are examples of the kind of documents that may be required from vendors by participating members. Individual entities may also require a variation of these documents and/or additional information. Vendors are encouraged to confirm with the member that they are providing them with their required documentation

AN ACT concerning certain political contribution disclosures made annually to ELEC and prior to entering into certain public contracts and

amending P.L.2005, c.271.

Section 3 of P.L.2005, c.271 (C.19:44A-20.27) is amended to read as follows

*3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.*