Policy  Glen Ridge Board of Education

6440 COOPERATIVE PURCHASING

The Board of Education recognizes that centralized, cooperative purchasing tends to maximize the value received for each dollar spent. The Administration is encouraged to seek savings that may accrue to this district by means of joint agreements for the purchase of goods or services with the governing body of the municipality or the county within whose boundaries the school district is wholly or partly located, or by means of contracts entered into by the New Jersey State Treasury Department, Division of Purchase and Property.

A cooperative pricing system is a purchasing system in which the lead agency advertises for bids, awards a master contract to the vendor providing for its own needs and for the prices to be extended to registered members, and notifies them of the bid prices awarded. The registered members then contract directly with the vendor for their own needs, subject to the specifications in the master contract.

A joint purchasing system is a cooperative purchasing system in which the lead agency has complete purchasing responsibility for the registered members, and the only contractual relationship is between the lead agency and the vendor.

A cooperative purchasing system is either a joint purchasing or cooperative pricing system.

When the lead agency is a Board of Education or Educational Service Commission and the entire membership of the cooperative purchasing system established and properly registered with the New Jersey Division of Local Government Services are Boards of Education, the purchase of work, materials or supplies shall be conducted pursuant to the Public Schools Contract Law N.J.S.A. 18A:18A-11 et seq.

The School Business Administrator/Board Secretary is hereby authorized to negotiate such joint agreements for goods and
services which the Board may determine to be required and which
the Board may otherwise lawfully purchase for itself with such
approved contracting units as may be appropriate in accordance
with State law, the policies of this Board, and the dictates of
sound purchasing procedures.

No cooperative or joint purchase may be entered without Board
approval of an agreement that specifies the categories of work,
materials and supplies to be purchased; the manner of
advertising for bids and the awarding of contracts; the method
by which payment will be made by each participating Board of
Education, municipality or county, and such other terms deemed
necessary to carry out the purposes of the agreement. Agreements
for cooperative and joint purchasing will be subject to all
bidding requirements imposed by law. Purchases made through the
State Treasury Department may be made without bid.

Each participant’s share of expenditures for purchases under any
such agreement shall be appropriated and paid in the manner set
forth in the agreement and in the manner as for other expenses
of the participant.

The Board may by contract or lease provide electronic data
processing services for the Board of Education of another school
district; and may undertake with such other Board, the joint
operation of electronic data processing of their official
records and other information relative to their official
activities, services and responsibilities. The records and other
information originating with any Board participating in such
contract or lease may be combined, compiled, and conjoined with
the records and other information of any and all participating
local units for the purposes of such electronic data processing;
and any provisions of law requiring such records to be kept
confidential or to be retained by any Board or any officer or
agency thereof shall be deemed to be isolated thereby.

A contract or lease to provide electronic data processing
services shall set forth the charge for all services provided,
or in the case of a joint undertaking the proportion of the cost
each party thereto shall assume and specify all the details of
the management of the joint undertaking, and any other matters
that may be deemed necessary for insertion therein, and may be
amended from time to time by the contracting parties.

Any party to a contract for joint operation of electronic data
processing services may act as agent for any or all parties in
acquiring, by lease, purchase or otherwise, any property,
facilities or services, in appointing such officers and employees as may be necessary and directing its activities, to the same extent as a Board of Education is authorized to do separately.

In the event that any controversy or dispute shall arise among the parties (except a municipality or a county) to any such agreement, the same shall be referred to the County Superintendent of the county in which the districts are situated for determination and the determination shall be binding, subject to appeal to the Commissioner of Education and the State Board pursuant to law. In the event the districts are in more than one county, the controversy or dispute shall be referred to the County Superintendents of the counties for joint determination, and if they shall be unable to agree upon a joint determination within thirty days, the controversy or dispute shall be referred to the Commissioner of Education for determination.

In a cooperative purchasing system established and properly registered with the New Jersey Division of Local Government Services where the lead agency is a Board of Education or Educational Service Commission and the membership of the system is Boards of Education and local contracting units as defined in N.J.S.A. 40A:11-2(1), the purchase of any work, materials or supplies shall be conducted pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and N.J.A.C. 5:34-7.

N.J.S.A. 40A:11-1 et seq.
N.J.A.C. 5:34-7
N.J.A.C. 6A:23-7.4

Adopted: 25 November 2002