

## **WM. S. HART UHSD-NEWHALL USD TRANSPORTATION SERVICES COOPERATIVE PURCHASING AGREEMENT**

**DEFINITION:** The William S. Hart Union High School District (HART) and Newhall School District (NEWHALL) from Los Angeles County, CA have agreed to coordinate the management and procurement processes in cooperative bidding for our mutual benefit via Invitation for Bid (IFB) and/or Request for Proposal (RFP) for home-to-school and special educations transportation services.

### **RULES & GUIDELINES:**

1. The Chief Financial Officer of HART and Assistant Superintendent, Business Services of NEWHALL will meet as needed, to mutually determine items to bid and purchase cooperatively.
2. William S. Hart Union High School District shall act as lead agency in coordinating the RFP and award process.
3. Other school districts in the same geographic proximity may request to coordinate transportation services with HART and NEWHALL. Prospective districts must submit, in writing, a request to join. The prospective new district must demonstrate a willingness to accept the goals, rules, and guidelines and will be approved to join by a majority vote of membership.
4. Written approval from the Board of Education or Superintendent or designee of the respective school district, is required for membership in the Co-Op and be automatically renewed on an annual basis.
5. In the event a district determines its participation in this agreement is no longer desirable, the district may submit to the Chief Financial Officer of HART, in writing, its intent to withdraw from the agreement. The participating districts will expect the district to honor its obligations with respect to any bids and/or bid/RFP awards made prior to receiving the letter of intent to withdraw. After all obligations have been met, the district will be considered dropped from the agreement. Notice received by November 1 of the current year will take effect July 1 of the following year.
6. Bids are handled by the Director of Transportation of William S. Hart Union High School District with mutual help from participating districts. Questions on bid/RFP items are directed to the Director of Transportation for HART.
7. All communications with vendors concerning specific purchasing documents (i.e. invitation for bid, request for proposal, etc.) should be conducted by the Director of Transportation for HART (appointed to handle the specific purchasing documents) as agreed upon by the participating districts.
8. Once the purchasing specifications have been prepared and approved by the majority of the participating districts, no changes will be made unless approved by the majority of members.
9. No participating district is allowed to withdraw from their obligation to honor the IFB/RFP once the IFB/RFP has closed.
10. In the case of an IFB or RFP the award of an IFB shall go to the lowest responsible bidder or award the RFP to the best responsible bidder based on the criteria specified in the RFB in each particular category or class, as determined by the majority of participating districts. The resulting contracts shall be approved by the participating district's Board of Education.
11. The cost of advertising and any other costs associated with the bid/RFP shall be shared equally between the participating districts. HART shall invoice participating districts for their fair share of costs.

12. Each participating school district shall issue its respective purchase orders. The participating district shall be individually billed by and make payment to vendors for their respective portion of purchases made hereunder. Under no circumstances shall any district be responsible for payment on account of another participating district's purchase hereunder. Each participating district receiving services shall be provided copies of invoices directly from the selected vendor(s) at the time of initial billing.
13. In the event that any dispute arises between individual participating school districts and a successful bidder, the same shall be handled by and between the individual school district and the bidder/vendor.
14. This agreement may be amended by a majority vote of the participating districts and should be reviewed annually.

I agree to the above rules and regulations.

Signature:  \_\_\_\_\_

Date: March 13, 2019

Name: Deo Persaud

Title: Assistant Superintendent, Business Services

District: Newhall School District

I agree to the above rules and regulations.

Signature:  \_\_\_\_\_

Date: 

Name: Ralph Peschek

Title: Chief Financial Officer

District: William S. Hart Union High School District