



COOPERATIVE PURCHASING AGREEMENT
Non Profit Cooperative

This Agreement is entered into this ____ day of _____, 20____, between the 1 Government Procurement Alliance (**1GPA**) and _____, a public entity, school district or charter school subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq. By endorsing this Agreement, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, governmental entities and agencies and non profit organizations may participate in any bid or proposal issued under the authority of **1GPA**. This Agreement does not require that a school district or public entity participate in all procurements. Whether or not to participate in an individual procurement shall be left to the discretion of each individual school district or public entity.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative contract shall be determined by the **1GPA**.
2. **1GPA** shall conduct procurement in strict accordance with the Arizona State Board of Education School District Procurement Rules (A.A.C. R7-2-1001 et seq.).
3. The school district or public entity shall:
 - a. Insure that Purchase Orders issued against **1GPA** contracts are in accordance with terms and prices established in the **1GPA** contract.
 - b. Make timely payment to the contractor for all services, products and materials, in accordance with the terms and conditions of the **1GPA** contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or public entity shall be the exclusive obligation of the school district or public entity, unless entity requests inspection by **1GPA**.
 - c. Be responsible for the ordering of materials or services under this Agreement. **1GPA** shall not be liable in any fashion for any violation by the school district or public entity of this Agreement, and the school district or public entity shall hold **1GPA** harmless to the extent permitted by law from any liability which may arise from action or inaction of the school district or public entity relating to this Agreement or its subject matter.
 - d. The exercise of any rights or remedies by the school district or public entity shall be the exclusive obligation of such unit; however, **1GPA**, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
4. The public entity may terminate without notice this Agreement if **1GPA** fails to comply with the terms of this Agreement.
5. **1GPA** may terminate without notice this Agreement if the school district or public entity fails to comply with the terms of a **1GPA** contract or this Agreement.

6. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supercedes any and all previous purchase agreements.
7. Except as provided in paragraphs 6 and 7, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
8. Failure of a school district or public entity to secure performance from the 1GPA contractor in accordance with the terms and conditions of its Purchase Order does not necessarily require 1GPA to exercise its own rights and remedies.
9. There shall be no charge to the school district or public entity for membership in 1GPA.
10. This Agreement may be cancelled pursuant to the provisions of A.R.S. 38-511.

FOR CHARTERS SCHOOLS ONLY (Check the box that applies)	
<input type="checkbox"/>	Our charter school is subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq.
<input type="checkbox"/>	Our charter school has been exempted by the State Board of Charter Schools and is NOT subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq.

Arizona Cooperative Purchasing Statute: 41-2632

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Member Signature:

Signature

Printed Name

Title

Date

Phone No.

Pinal County ESA Signature:

Orlenda G. Roberts
Signature

Orlenda F. Roberts
Printed Name

1GPA Signature

Michael N. Chontean
Signature

Michael N. Chontean
Printed Name

