Janice K. Brewer
Governor

Brian C. McNeil
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

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ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

This Cooperative State Purchasing Agreement ("Agreement") is entered between the

State of Arizona Procurement Office

and

GILA COUNTY PROCUREMENT

(Organization Name)

in accordance with Arizona Revised Statutes §41-2631, *et seq.,* Article 10 Intergovernmental Procurement, which authorizes cooperative purchasing for public procurement units and nonprofit educational or public health institutions and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit to enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member, to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.

2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.

3. The State will identify the State Cooperative Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations. Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.

4. The State Cooperative Member's use of eligible State contracts is discretionary. Participation in the State Purchasing Cooperative shall not restrict or limit member's ability to seek competition as needed. However, the State Cooperative Member shall not use a State contract as a means of coercion to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The State Cooperative Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.

5. The State shall provide the State Cooperative Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. The State's eProcurement System shall provide all contract information available and be used for contract purchases.

6. The State Cooperative Member shall:

   a. Ensure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.

   b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.

c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the State Cooperative Member of this Agreement and, with the exception of other Arizona State entities subject to A.R.S. §41-621, the State Cooperative Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.

d. The exercise of any rights or remedies by the State Cooperative Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.

7. The State Cooperative Member shall endeavor to utilize State contracts to the fullest extent possible. That is, the State Cooperative Member is to make an effort to purchase all items covered under exclusive contracts and shall not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices. Exclusive contracts are those that offer the State Cooperative member the option to participate exclusively, rather than permissively, and shall be identified as such within the contract documents.

8. Failure of the State Cooperative Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.

9. This Agreement shall take effect with execution by both Parties on the date signed by the State Procurement Administrator, and shall remain in effect for a total period of five (5) state fiscal years.

10. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.

11. This Agreement is exempt from the provisions of A.R.S. §§ 11-952(D) and 12-1518.

12. The State Cooperative Member certifies that its organization shall comply with the

State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with A.R.S. Title 41 Chapter 9, Article 4 and Executive Order No. 2009-09 dated October 20, 2009.

13. The State Cooperative Member hereby acknowledges that each State contractor shall be remitting an administrative fee to the State, based upon the member's purchasing volume under the state contracts.

14. The State Cooperative Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the State Cooperative Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.

15. The State may terminate this Agreement without notice if the State Cooperative Member fails to comply with the terms of a State contract or this Agreement.

16. Except as provided in Paragraph 15, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE STATE COOPERATIVE MEMBER:	**FOR THE STATE:**
Signature:	**Signature:**
Name: Don E. McDaniel, Jr.	Jean A. Clark, CPPO, C.P.M., CPPB, CPM
Title: County Manager	**Title:** State Procurement Administrator
Date: **August 05, 2013**	**Date:**

ARIZONA STATE PURCHASING COOPERATIVE
State Cooperative Member Contact Information
(Please submit completed form with agreement to address below.)

Name of Organization: Gila County Procurement/Finance	
Name of Contact Person: Jeannie Sgroi	
Title of Contact Person: Contracts Support Specialist	
Telephone number of contact person: 928-402-8612	**Fax:** 928-402-4386
E-mail address of contact person: **dsgroi@gilacountyaz.gov** (If possible, please provide a general email address that can be forwarded to the contact person and that will not change should the contact person leave the organization. The person receiving email from the State Procurement Office at the address above needs to be responsible to forward the information to other interested parties at your organization as needed.)	
Billing Address: Gila County FINANCE DEPARTMENT 1400 E. Ash Street Globe, Arizona 85501	
Remit Address (if different from the billing address):	
Federal ID Tax Number: 86-6000444	

Please notify State Procurement Office of any changes to this information.

Please send completed agreements and changes in contact information to:
State Procurement Office
Arizona State Purchasing Cooperative
100 North 15th Avenue, Suite 201
Phoenix, Arizona 85007
Or by e-mail to: spo@azdoa.gov