

**COOPERATIVE PURCHASING AGREEMENT
FOR
THE GREATER PHOENIX PURCHASING CONSORTIUM OF SCHOOLS**

This Agreement is entered into this ____ day of _____, 20____, between the Greater Phoenix Purchasing Consortium of Schools (“GPPCS”) and _____, a school district or charter school subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq., located within the Phoenix Metropolitan area (“eligible school district or charter school”), in accordance with A.A.C. R7-2-1191. Invitation for Bids and Request for Proposals shall be issued by a selected eligible school district or charter school on a rotational basis for the benefit of eligible school districts and charter schools. By endorsing this Agreement, eligible school districts or charter schools may participate in any bid or proposal issued under the authority of the Consortium. Other public entities, including charter schools not subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq., may participate in a bid or proposal at the discretion of the Consortium. This Agreement does not require that an eligible school district or charter school participate in all procurements. Whether or not to participate in an individual procurement shall be left to the discretion of each individual eligible school district or charter school.

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 Consortium shall be determined by the GPPCS.
2. The GPPCS 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 GPPCS will identify eligible school districts or charter schools as eligible participants in all bids and proposals issued by the Consortium.
4. An eligible school district or charter school shall not use a Consortium contract to obtain concessions, including lower prices, from the Consortium contractor or any other vendor for the same or similar products, materials, and/or services.
5. The eligible school district or charter school shall:
 - a. Insure that Purchase Orders issued against eligible Consortium contracts are in accordance with terms and prices established in the Consortium contract.
 - b. Make timely payment to the Consortium contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or charter school shall be the exclusive obligation of the school district or charter school.
 - c. Be responsible for the ordering of materials or services under this Agreement. The Consortium shall not be liable in any fashion for any violation by the eligible school district or charter school of this Agreement, and the eligible school district or charter school shall hold the Consortium harmless to the extent permitted by law from any liability which may arise from action or inaction of the eligible school district or charter school relating to this Agreement or its subject matter.
 - d. The exercise of any rights or remedies by the eligible school district or charter school shall be the exclusive obligation of such unit; however, the Consortium, as the contract administrator and

without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

6. The Consortium may terminate without notice this Agreement if the eligible school district or charter school fails to comply with the terms of a Consortium contract or this Agreement.
7. The eligible school district or charter school may terminate without notice this Agreement if the Consortium fails to comply with the terms of this Agreement.
8. 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.
9. 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.
10. Failure of an eligible school district or charter school to secure performance from the Consortium contractor in accordance with the terms and conditions of its Purchase Order does not necessarily require the Consortium to exercise its own rights and remedies.
11. There shall be no charge to the eligible school district or charter school for membership in this Consortium. However, legal costs for procurement protests agreed to by the Consortium shall be equally divided amongst the districts, charter schools and eligible members participating in the procurement in question.
12. 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.

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

FOR THE ELIGIBLE SCHOOL DISTRICT
OR CHARTER SCHOOL:

FOR THE CONSORTIUM:

Signature

Signature

Printed Name

Printed Name

Title

President of the Consortium _____
Title

Date

Date

Phone No.

Phone No.