



## COOPERATIVE PROCUREMENT MEMBERSHIP AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in **Exhibit A** (“Lead Agencies” and individually a “Lead Agency”) and \_\_\_\_\_ (“Participating Entity”), a \_\_\_\_\_ located in the State of \_\_\_\_\_. By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued by 1GPA on behalf of one or more of the Lead Agencies identified in **Exhibit A**. If Participating Entity is a governmental entity, this Agreement shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified in **Exhibit A**. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative sponsored by the Lead Agencies, and has been delegated authority by the Lead Agencies to execute interlocal or intergovernmental agreements on behalf of the governing bodies of the Lead Agencies.

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 shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the particular procurement.
3. The Participating Entity shall:
  - a. Ensure that purchase orders issued against 1GPA contracts are in accordance with terms and prices established in the 1GPA contract.
  - b. The Participating Entity shall provide 1GPA with a copy of any purchase order based on a 1GPA contract at the time the purchase order is issued. Purchase orders may be faxed or emailed (see contact information below).
  - c. Make timely payment and fulfill other obligations with the selected contractor for all products, materials, and services in accordance with the terms and conditions of the Participating entity’s 1GPA contract with the vendor, or other payment arrangements or terms negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services as well as other contractual obligations, including any warranty rights for products, materials or services ordered by the eligible Participating Entity shall be the exclusive obligation between that Participating Entity and its contracted 1GPA vendor.
  - d. Be responsible for the ordering of materials or services under this Agreement. 1GPA shall not be liable in any fashion for any violation by Participating Entity of the terms of this Agreement, and the Participating Entity shall hold 1GPA harmless, to the fullest extent permitted by law, from any liability which may arise from the acts or omissions of the Participating Entity relating to this Agreement or its subject matter.
  - e. Be responsible for compliance with applicable state or federal laws in determining which goods or services Participating Entity may lawfully procure through a government purchasing cooperative, and shall further be responsible for taking all actions required under applicable state or federal law in connection with the use of interlocal cooperation agreements and purchasing cooperatives. This includes sole responsibility for any actual compliance requirements, findings, questioned costs administrative actions, or other resulting consequences related to Participating Entity’s use of 1GPA’s services under this Agreement.
4. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of Participating Entity; however, 1GPA, as the contract administrator, may, but shall not be obligated to unless required by applicable law, choose to join in the resolution of any dispute between Participating Entity and a 1GPA vendor. Failure of the Participating Entity to secure

performance from its chosen IGPA vendor in accordance with the terms and conditions of any issued purchase order or contract does not necessarily require IGPA to exercise its own rights and remedies.

5. IGPA may terminate this Agreement immediately, upon written notice, if the Participating Entity fails to comply with the terms of this Agreement, applicable state or federal law, or any provision of a IGPA contract that is binding on Participating Entity.
6. The Participating Entity may terminate this Agreement immediately, upon written notice, if IGPA fails to comply with the terms of this Agreement.
7. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous purchase agreements.
8. Except as provided in paragraphs 5 and 6, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
9. There shall be no charge to the Participating Entity for membership in IGPA.

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

Name of Entity:	Signature:
Select Type of Entity: <input type="checkbox"/> K12 (School Districts/Charter/Private Schools) <input type="checkbox"/> Higher Education <input type="checkbox"/> City/Town/Municipality/County <input type="checkbox"/> State/Local/Federal Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> Native American Community <input type="checkbox"/> Other	
Address:	Printed Name:
City/State/Zip Code:	Title:
Email:	
Date:	Phone Number:

**IGPA Approvals**

IGPA Signature:
Printed Name:
Title:
Date:

**IGPA –  
1910 W. Washington St.  
Phoenix, AZ 85009**

**P: 866.306.3893  
F: 602.663.9515  
E: admin@1GPA.org**





NATIONAL PURCHASING COOPERATIVE

## Exhibit A

---

### Lead Agencies

#### Arizona

##### **Deer Valley Unified School District**

20402 N 15<sup>th</sup> Avenue  
Phoenix, AZ 85027  
623.445.5100

##### **Northern Arizona University**

545 E. Pine Knoll Drive  
Flagstaff, AZ 86011  
928.523.5285

##### **Paradise Valley Unified School District**

15002 N. 32<sup>nd</sup> Street  
Phoenix, AZ 85032  
602.449.2071

##### **Pinal County ESA**

75 N. Bailey  
Florence, AZ 85132  
520.450.4477

##### **Yavapai Accommodation School District**

2972 Centerpointe E. Dr.  
Prescott, AZ 86301  
928.759.8126

#### Oregon

##### **Portland Public Schools**

501 N. Dixon Street  
Portland, OR 97227  
503.916.3315

#### Texas

##### **Deer Park ISD**

2800 Texas Ave.  
Deer Park, TX 77536  
832.668.7061

**\*\*\* THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES**



NATIONAL PURCHASING COOPERATIVE

## Member Contact Information

---

Dear 1GPA Member,

We want to take this opportunity to thank you for being a Member of the 1GPA Family! In order to serve you better, we want to be sure that we have the correct points of contacts on file. This will ensure that you are keeping your business and purchasing offices updated on all things 1GPA! We will send out notifications of potential/upcoming contracts, new contracts, cancelled contracts and contracts that have been rebid.

We look forward to serving you!

**Business Office Point of Contact for 1GPA:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Purchasing/Procurement Office Point of Contact (if different from above):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_