



## MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC. COOPERATIVE PURCHASING AGREEMENT

211 N 7<sup>th</sup> St, Kingman, AZ 86401  
(928) 753-6945 Phone • (928) 718-3232 Fax • [signup@mesc.org](mailto:signup@mesc.org)  
[www.mesc.org](http://www.mesc.org)

This Agreement is entered into by and between Mohave Educational Services Cooperative, Inc., an Arizona nonprofit corporation and public procurement unit established pursuant to provisions of A.R.S. § 11-952, A.R.S. § 11-952.01, and A.R.S. § 41-2632, hereinafter called "Mohave", and \_\_\_\_\_, a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of § 115 of the Internal Revenue Code, hereinafter called the "Member", to permit the Member to purchase materials, services, professional services, construction or construction services, hereinafter called "products and services" from contract vendors at the prices, and terms and conditions contained in contracts between Mohave and those contract vendors.

The governing body of any Member may enter into an Agreement with Mohave for the purpose of utilization of term contracts by such Member (Arizona State Procurement Code, A.R.S. § 41-2631 et seq; A.R.S. § 15-213; Arizona State Board of Education School District Procurement Rules, R7-2-1001 et seq.).

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

1. Mohave shall:

- a. Provide the Member with information on contracts, products and services via Mohave's website and/or other means as Mohave determines appropriate.
- b. Use specifications, terms and conditions for products and services as Mohave determines appropriate.
- c. Conduct the procurement in compliance with the Arizona State Procurement Code, the Arizona State Board of Education School District Procurement Rules (A.R.S. Title 41, Chapter 23 and A.A.C. R7-2-1001 et seq), USDA Regulations, and the Code of Federal Regulations, including Education Department General Administrative Regulations (EDGAR). Mohave will seek contracts for a variety of products and services to enable Members to be/remain in compliance with local, State, or Federal laws or rules, and that promote the overall efficiency, effectiveness and economy of public procurement.
- d. Indicate that all Members will be eligible participants in any solicitation intended for general use by Mohave's Members. In addition, Mohave may invite Members to participate in certain exclusive solicitations. Only Members indicating an interest in participating in such certain exclusive solicitations will be eligible to participate in the resulting contracts.
- e. Monitor and evaluate contractors for contract compliance.
- f. Maintain contract documents and records for the term and in the manner prescribed by law.
- g. Hold the Member harmless from any liability which may arise from Mohave's action or inaction relating to this Agreement.

2. The Member shall:

- a. Ensure that purchase orders issued against Mohave contracts are processed in accordance with the processes and procedures established by Mohave, the terms and conditions, and prices established in said contracts.
- b. Pay for products and services in accordance with the terms and conditions of the applicable Mohave contract. Payment for, and inspection and acceptance of products and services ordered by the Member shall be the exclusive obligation of the ordering Member.
- c. The Member's use of eligible Mohave contracts is discretionary. Participation in Mohave shall not restrict or limit the Member's ability to seek competition as needed. However, the Member shall not use a Mohave contract as a method for obtaining additional concessions or reduced prices for non-contract purchases of similar products or services.

## Mohave Cooperative Purchasing Agreement

- d. Be responsible for ordering of products and services under this Agreement. Mohave shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold Mohave harmless from any liability which may arise from action or inaction of the Member relating to this Agreement or its subject matter.
- e. Pay to Mohave an administration fee based upon the cost of ordered products and services (excluding shipping, taxes, bonds, and other ancillary costs specified by Mohave), as provided in A.R.S. § 41-2632(5). The amount of the administration fee shall be determined by the Mohave Board of Trustees, and shall be remitted to Mohave as specified by Mohave.

**3. ASPIN Program (optional):** All Members are eligible to participate in the Mohave ASPIN food program (ASPIN). This is an optional program that allows Members to purchase food and related products and services from contracts awarded pursuant to this Agreement. **Signing the Mohave Cooperative Purchasing Agreement does not automatically enroll a Member agency in the ASPIN program; however, a Member agency may opt in by enrolling at any time. Members that were previously part of the ASPIN program will continue to be enrolled. To begin enrollment, refer to section (b)(i) below.**

- a. On behalf of the ASPIN program, Mohave shall:
  - i. Prepare competitive procurement solicitations for food and related products and services in order to contract in the manner required by law. Specifications, terms and conditions will be determined by Mohave. Specifications are subject to review by the ASPIN Executive Committee.
  - ii. Select ASPIN contractors in a manner prescribed by law and in accordance with Mohave policies.
  - iii. Certify records, documents and reports on behalf of ASPIN, as required by law.
  - iv. Designate a Mohave representative and alternate to serve as a member of the ASPIN Advisory Committee (AAC) and ASPIN Executive Committee (AEC).
  - v. Account for the ASPIN Holding Fund deposit (Holding Fund) established by the Member. The fund is a continuing fund and will not be subject to reversion.
  - vi. Make adjustments and/or assessments to the Holding Fund, if necessary, to ensure sufficient cash flow for Member purchases. Additional assessments to the Member's Holding Fund shall be deposited with Mohave ASPIN within thirty (30) days of notification, or as otherwise negotiated. Mohave may place any Member agency on "order hold" if there are insufficient funds in the Member's Holding Fund account. Mohave's decision shall be final.
  - vii. Process payment for all purchase orders issued by Members from the Holding Fund, taking advantage of all discounts.
  - viii. Receive, deposit, and account for payments to and from the Holding Fund.
  - ix. Disburse interest earned on the Holding Fund as determined by Mohave policies and procedures.
- b. If a Member chooses to participate in the ASPIN program, the Member shall:
  - i. Contact the ASPIN team at [aspin@mesc.org](mailto:aspin@mesc.org) or 520-888-9664 to request participation in the ASPIN program.
  - ii. Send a purchase order to Mohave ASPIN to establish Member's Holding Fund account in an amount determined by agreement between the ASPIN Director and the Member. Member shall maintain enough funds in their Holding Fund to ensure sufficient cash flow for Member purchases.
  - iii. Pay an annual maintenance fee to fund ASPIN's operations. The Mohave Board of Trustees shall set the amount of the maintenance fee.
  - iv. Be responsible for actively participating as needed to promote the efforts of ASPIN and secure the benefits thereto.
  - v. Designate a representative and alternate to the AAC.
  - vi. Authorize Mohave to make payment for food and related products and services received by a Member drawn on the Member's Holding Fund account.
  - vii. Place orders for all food and related products and services according to procedures and schedules established by Mohave.

## **Mohave Cooperative Purchasing Agreement**

- viii. Submit payment to Mohave ASPIN for all purchases, debts, obligations, assessments, and liabilities according to Mohave policies and procedures.
- ix. Check and reconcile all shipping, receiving, inventory, and verification documents, invoices, purchase orders, and payment instruments relating to Member's ASPIN transactions in a timely manner.
- x. Not request that any ASPIN contractor make any additions, changes, or modifications to the products and services awarded in the contract without the prior written approval of Mohave.
- c. On behalf of the ASPIN program, Mohave and Member shall:
  - i. Establish the AAC composed of one representative from each Member and a Mohave representative. The AAC shall have the duties, rights, and powers set forth in Mohave policies and procedures.
  - ii. Establish the AEC composed of the Mohave representative and a duly elected representative from six Members set forth in the membership list. The AEC shall have the duties, rights, and powers set forth in Mohave policies and procedures.
- d. Termination from the ASPIN program:
  - i. The Member may terminate their participation in the ASPIN program by sending to Mohave a true copy of Member's adopted governing body resolution of intention to terminate. The effective date of a Member's termination from the ASPIN program shall be at the end of the month in which it gave the notice of intention to terminate, or as otherwise negotiated.
  - ii. A Member terminating their participation in the ASPIN program shall remain liable for any debts, liabilities, or obligations incurred by that Member while it was a participant in the ASPIN program.
  - iii. Debts, liabilities, or obligations of a Member terminating their participation in the ASPIN program shall be paid out of the Member's Holding Fund account. Such funds shall remain in the Holding Fund until all debts, liabilities, or obligations of the Member are paid.
  - iv. Mohave shall assess the Member terminating their participation in the ASPIN program for additional funds should the remaining balance in the Member's Holding Fund account be insufficient to meet all obligations incurred by the Member. Any excess funds, including interest, shall be returned to the Member within ninety (90) days of the effective date of withdrawal.
  - v. Termination from the ASPIN program does not affect the Member's Mohave status under this Agreement.
- e. Dissolution of the ASPIN program:
  - i. Mohave shall give not less than one hundred twenty (120) days written notice before the effective date of Mohave's withdrawal as program administrator.
  - ii. In the unlikely event of the dissolution of the ASPIN program, any remaining debts, liabilities, or obligations of the Members shall be paid out of the Members' Holding Fund accounts. Following a discharge of all obligations, any remaining Holding Fund balances shall be returned to the Members.
- 4. The exercise of any rights or remedies by the Member shall be the exclusive obligation of the Member. However, Mohave as the contract administrator, and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
- 5. Failure of a Member to secure performance from a Mohave contracted vendor in accordance with the terms and conditions of its purchase order does not necessarily require Mohave to exercise its own rights or remedies.
- 6. Mohave assists Members with purchase verification. However, it is the Member's responsibility to independently verify that quotations and purchase orders comply with the terms and conditions of the award of a contract or procurement.
- 7. Mohave may terminate this Agreement without notice if the Member fails to comply with the terms of this Agreement and/or the terms and conditions of a Mohave contract.
- 8. The Member may terminate the Agreement without notice if Mohave fails to comply with the terms of this Agreement.

## Mohave Cooperative Purchasing Agreement

9. Either party may terminate this Agreement with at least ninety (90) days written notice to the other party.
10. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
11. Termination of this Agreement shall not relieve the Member from Member's exclusive obligation to comply with the terms of any Member purchase order issued prior to termination and payment for products and services so ordered and received.
12. This Agreement shall take effect upon execution by both parties and shall continue until it is terminated. Mohave reserves the right to amend the Agreement during the term of the Agreement. This Agreement supersedes any and all previous Cooperative Purchase Agreements and ASPIN Addenda between Mohave and the Member.
13. This Agreement shall be governed by the laws of the State of Arizona.
14. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.
15. This Agreement is exempt from the provisions of A.R.S. § 11-952, subsections D, E, and F under the provisions of A.R.S. § 41-2632 and Arizona State Board of Education School District Procurement Rule R7-2-1191.
16. The Member and Mohave agree to comply with all State and Federal employment hiring and employee practices.
17. Both parties agree to use binding mediation in the case of dispute resolution, except to the extent that arbitration is required in A.R.S. § 12-1518.

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

### FOR THE MEMBER

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### FOR MOHAVE

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*For Office Use Only*

---

Date joined Mohave \_\_\_\_\_

Date joined ASPIN program \_\_\_\_\_



## Mohave Cooperative Purchasing Agreement

### Mohave Member Contact Information

**Name of Organization** \_\_\_\_\_  
**Billing Address** \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

**County** \_\_\_\_\_

#### **Type of Organization**

Public School	_____	College/University	_____
City Government	_____	County Government	_____
Federal Government	_____	Tribal Government	_____
BIE School	_____	Other Political Subdivision	_____

Nonprofit Education or Public Health Institution \_\_\_\_\_

(A nonprofit education or public health institution must be a political subdivision for purposes of federal income tax or meet the requirements of § 115 of the Internal Revenue Code. *Attach supporting documentation.*)

#### **Contacts**

##### **Member Representative (Receives official correspondence. Holds your entity's voting rights.)**

_____	_____	_____
Name	Phone #	Email

##### **Purchasing (Your primary contact. Receives contract information and general correspondence.)**

_____	_____	_____
Name	Phone #	Email

##### **PO Confirmation (Receives email confirming purchase order review. Contact for order inquiries.)**

_____	_____	_____
Name	Phone #	Email

##### **Accounts Payable (Contacted if we have payment questions or need assistance with internal audit.)**

_____	_____	_____
Name	Phone #	Email