

COPPER Membership Agreement

Consortium of Partners Procuring Electronic Resources

Correspondence: 1919 W. Jefferson St., Phoenix AZ 85009

Email: electronicresourcesconsortium@gmail.com

Website: www.azcopper.org

This Agreement entered into the 26 day of July 2022, by and between Consortium of Partners Procuring Electronic Resources 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 “COPPER” and Cochise County Library District, 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 and construction from vendors at the prices and terms contained in contracts between COPPER and those vendors. The governing body of any Member may enter into an Agreement with COPPER 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. COPPER shall:

Provide the Member with information on contracts, products and services via COPPER’s website and/or other means as COPPER determines appropriate.

- a. Use specifications, terms and conditions for products, materials, services, and construction determined appropriate by COPPER.
- b. Conduct the procurement in compliance with the Arizona State Procurement Code and 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). COPPER will seek contracts for a variety of materials, services, equipment, and/or construction 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.
- c. Indicate that all Members will be eligible participants in any solicitation intended for general use by COPPER’s Members. In addition, COPPER may invite Members to participate in specific solicitations. Members indicating an interest in participating in such specific solicitations will be eligible to participate in the resulting contracts.
- d. Hold the Member harmless from any liability which may arise from COPPER’s action or inaction relating to this Agreement.

2. The Member shall:

- a. Ensure that purchase orders issued against COPPER contracts are processed in accordance with the processes and procedures established by COPPER, and the terms and prices established in said contracts.
- b. Pay for materials, services or construction in accordance with the terms of the applicable COPPER contract. Payment for, and inspection and acceptance of materials, services or construction ordered by the Member shall be the exclusive obligation of the ordering Member.
- c. Not use a COPPER contract as a method for obtaining additional concessions or reduced prices for similar material or services.
- d. Be responsible for ordering of materials, services or construction under this Agreement. COPPER shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold COPPER harmless from any liability, which may arise from action or inaction of the member relating to the Agreement or its subject matter.

COPPER Membership Agreement

3. The exercise of any rights or remedies by the Member shall be the exclusive obligation of the Member. However, COPPER as the contract administrator, and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
4. COPPER assists Members with purchase verification. However, it is the Member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.
5. COPPER may terminate this Agreement without notice if the Member fails to comply with the terms of this Agreement and/or the terms of a COPPER contract.
6. The Member may terminate the Agreement without notice if COPPER fails to comply with the terms of this Agreement.
7. Either party may terminate this Agreement with at least ninety (90) days written notice to the other party.
8. 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 materials, services and/or construction so ordered and received.
9. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated. This Agreement supersedes any and all previous Cooperative Purchase Agreements between COPPER and the Member.
10. Failure of a Member to secure performance from a vendor in accordance with the terms and conditions of its purchase order does not mean COPPER will be required to exercise its own rights or remedies.
11. This agreement may be canceled pursuant to the provisions of A.R.S. § 38-511; and 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 Rule R7-2-1191.
12. The Member and COPPER agree to be in compliance with all State and Federal employment hiring and employee practices. Both parties agree to use arbitration to the extent required in A.R.S. §12-1518.

FOR THE MEMBER

FOR COPPER

Signature

Signature

Printed Name

Printed Name

Title

Title

COPPER Membership Agreement

Welcome to COPPER

We need some information for your member record. We look forward to serving your purchasing needs.

Name of Organization Cochise County Library District

Correspondence Address

1415 W Melody Lane, Building C	Bisbee	AZ, 85603
Street	City	State & Zip

Billing Address

1415 W Melody Lane, Building C	Bisbee	AZ, 85603
Street	City	State & Zip

County Cochise

Type of Organization

Public School	_____	College/University	_____
City Government	_____	County Government	<u>X</u>
Federal Government	_____	Tribal Government	_____
BIA School	_____	Other Political Subdivision	_____

Nonprofit Education

(A nonprofit education 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.)

Amadee Ricketts	520-432-8935	aricketts@cochise.az.gov
Name	Phone #	Email

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

Jennifer Davis	520-432-8934	jrDavis@cochise.az.gov
Name	Phone #	Email

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

Jennifer Davis	520-432-8934	jrDavis@cochise.az.gov
Name	Phone #	Email

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

Jennifer Davis	520-432-8934	jrDavis@cochise.az.gov
Name	Phone #	Email