

INTERACTIVE PURCHASING AGREEMENT 5.66

This AGREEMENT, Number 01-26-V-113981-1190, is entered into by and between the undersigned political subdivisions, cities and towns of the State of Arizona pursuant to A.R.S. 11-952 and A.R.S. 41-2632, and is effective as to each political subdivision, city and town undersigned as of the date of execution of this AGREEMENT by that party.

WITNESSETH

WHEREAS, the parties to this Agreement desire to conserve resources, reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services; and

WHEREAS, economies of scale may provide efficiency and economy of procurement; and,

WHEREAS, the parties undersigned have expressed a desire to enter into this Intergovernmental Agreement for the purpose of interactive purchasing;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and of the mutual benefits to result therefrom, the parties undersigned agree as follows:

(1) Definitions:

Interactive Purchasing: The cooperative use of supply or disposition agreements by participating political subdivisions, cities and towns of the State of Arizona associated with the acquisitions or disposition of any supplies, equipment or services. Cooperative use of such agreements shall include the utilization of bids and contracts developed by any issuing party.

Central Repository: That political subdivision, city or town, or entity responsible for the administration of this agreement. The master Agreement, all exhibits and addenda shall be maintained at the central repository. It is the responsibility of the Central Repository to keep all participants apprised of all changes, additions or withdrawals from said Agreement.

Issuing Party: Any party to this Agreement which solicits bids and awards contracts associated with the acquisition or disposition of supplies, equipment and services.

Procuring Party: Any party to this Agreement who utilizes the bids and contracts developed by the Issuing Party for the acquisition or disposition of supplies, equipment and services.

- (2) This Agreement shall be effective as to each party undersigned for one (1) year from the date it is executed by that party and shall be automatically extended for successive one (1) year periods from that date until such time as that party withdraws from this Agreement pursuant to Section 8. This Agreement will remain in full force and effect as to any party undersigned who has not withdrawn from this Agreement pursuant to the provisions of Section 8 as long as at least two of the undersigned remain parties to this Agreement at all times.
- (3) Any party to this Agreement, when it is deemed by said party to be in its own best interest, may facilitate the interactive procurement or disposal of any supplies, equipment or services with any other party to this Agreement and may take whatever steps are necessary to efficiently and economically serve that end.

- (4) All parties to this Agreement shall comply with all federal, state and local laws, rules, regulations, policies and procedures which are applicable to said parties and which pertain to this Agreement, including those pertaining to public bidding and procurement. Each procuring party must ensure that its own legal requirements are met prior to participating in any procurement initiated by any issuing party.

Execution of this Agreement by a party constitutes a certification and assurance by that party that it will conduct all procurements in compliance with rules, regulations or policies which are at least as stringent as the provisions of A.R.S. 11.254-01.

- (5) Any party may utilize the bids and resulting contracts of any other party. Any procuring party's use of the bids and resulting contracts of any issuing party under this Agreement shall be in accordance with the terms and conditions of said bids and contracts.

All parties to this Agreement must include the following provision in all purchasing solicitations: (Name of political subdivision, city or town) has entered into an interactive purchasing agreement with other political subdivisions, cities and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The vendor to whom this contract is awarded may be requested by other parties to said interactive purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated therein.

- (6) The Central Repository for this Agreement shall be:

Attn: Director's Office
Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

- (7) Pursuant to this Agreement a procuring party shall:

- a. Issue contracts in accordance with the terms and prices established by the issuing party. It is understood that vendor participation is elective. Vendors may not honor pricing, delivery points, lead times or other quoted provisions based upon variations of need by the procuring party which is not compatible with the original intent of the bid.
- b. Make timely payments to the vendor for all supplies, equipment and services received in accordance with established terms and conditions of the procurement. Payment for supplies, equipment and services and inspection and acceptance of materials and services ordered by the procuring party shall be exclusive obligation of such procuring party.
- c. Be responsible for the ordering of all supplies, equipment or services from a vendor under this agreement and shall be responsible for full payment to the vendor for all such supplies, equipment or services. The procuring party shall hold harmless and indemnify the issuing party against any and all claims and/or actions asserted by any vendor against the issuing party as a result of any agreement or contract between the procuring party and the vendor

- d. Hold harmless and indemnify the issuing party against any and all claims and/or actions resulting from any act or omission of any vendor, including the failure of any vendor to comply in any way with the terms and conditions of any contract or agreement between the vendor and the procuring party.
 - e. Not use the knowledge or benefits of this Agreement as a method for obtaining additional concessions or reduced prices for similar materials or services.
- (8) Any party to this Agreement may withdraw from participation in this Agreement by giving 30 days prior written notice to the Central Repository. It is not anticipated that any property will be jointly acquired by the parties to this agreement.
 - (9) The failure of any party to insist in any one or more instances upon the full and complete performance of any of the terms and conditions of this Agreement by another party to this Agreement, or the failure of a party to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or of any other covenant or condition.
 - (10) The parties to this Agreement shall not discriminate against any individual in any way on account of such individual's race, color, religion, sex, age, handicap or national origin. Executive order Number 75-5 of the State of Arizona is hereby incorporated into this Agreement by reference, as is set forth in full herein.
 - (11) This Agreement may be canceled pursuant to the provisions of A.R.S. 38-511.
 - (12) This Agreement is subject to the laws of the State of Arizona.
 - (13) This Agreement may not be assigned without the prior written consent of all parties.
 - (14) This Agreement is exempt from A.R.S. Section 11-952 (D), (F), and (G), pursuant to A.R.S. Section 41-2632.
 - (15) Any political subdivision, city or town of the State of Arizona may enter into this Agreement by executing an original signature page in the form of attached Exhibit A, which shall then become an amendment to this Agreement. An original signature page must be filed with the Central Repository.
 - (16) Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the governing body of a participating political subdivision, city or town approving this Agreement shall be necessary before this Agreement may become effective as to the political subdivision, city or town.
 - (17) The exercise of any rights or remedies by the procuring party shall be within the exclusive discretion of such procuring party.
 - (18) Each party to this Agreement shall be responsible for payment of all costs incurred by that party which result from, or are incidental to, its participation in this Agreement. However, nothing contained in this Agreement shall be construed so as to prohibit a party's right to payment or reimbursement pursuant to A.R.S. 41-2632.

INTERACTIVE PURCHASING AGREEMENT

EXHIBIT A

PARTICIPATION ACCEPTANCE

IN WITNESS WHEREOF,

(Name of Party)

a _____
(Political subdivision, city or town)

of the State of Arizona hereby enters into the Interactive Purchasing Agreement number 01-26-V-113981-1190.

Executed By (Printed Name): _____ Date: _____

Title: _____

Signature: _____

ATTEST:

By (Printed Name): _____ Date: _____

Title: _____

Signature: _____

APPROVED AS TO FORM:

By (Printed Name): _____ Date: _____

Title: _____

Signature: _____

AUTHORIZED USE OF PIMA COUNTY PROCUREMENT AGREEMENTS BY OTHER PUBLIC AGENCIES

VIA COOPERATIVE PROCUREMENT AGREEMENTS

Revision date: September 1, 2005

Cooperative Procurements are authorized by Pima County Procurement Code 11.24.010. The County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the County.

The County's Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the County contract. Minor adjustments are allowed to accommodate additional cost factors not present in the County agreement and particular Public Agency code requirements.

Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be transacted by contract or purchase order between the requesting party and Contractor. The County assumes no responsibility for payment, performance or any liability or obligation associated with such use.

Although the County may, at it's sole discretion, facilitate the resolution of issues regarding the use of a County procurement solicitation to develop independent agreements, and the subsequent use of same, by other authorized Public Agencies, the County assumes no responsibility for payment, performance or any other responsibility or liability regarding agreements between the Contractor and other Agencies.

Questions regarding a particular County Solicitation, Contract or Purchase Order may be directed to the Buyer/Contracts and Commodity Officer (CCO). Buyer Commodity Assignments, active solicitations and recommendation for awards, and procurements resulting in a Contract document (e-Contracts) are posted at the Procurement Department website:

<http://www.co.pima.az.us/procure/index.htm>

Note: Procurements that result in a Purchase order are not posted at the website.

The Procurement Department Main Phone Number is: 520-740-8161.

Following is a list of Agencies with whom the County has active Cooperative Agreements that allow the Agency to utilize County procurement contracts or purchase orders:

COOPERATIVE AGREEMENTS

Arizona Superior Court and the Justice Courts in Pima County; September 8, 2004.

City of Tucson (Arizona); March 16, 1998; Intergovernmental Agreement for Cooperative Procurement; County Contract # 01-30-C-123989-0198; COT Contract# 0287-98 Resolution 17973.

Maricopa County (Arizona); May 12th, 1998; Coop Contract # 01-26-M-124468-0698.

Strategic Alliance for Volume Expenditures (SAVE) Intergovernmental Agreement Cooperative Purchasing Group; August 8, 2003; Contract # 23-26-S-132996-0603

San Diego County (California); Intergovernmental Agreement Cooperative Purchasing; May 20th, 2004; Contract # 23-26-S-134406-0604

INTERACTIVE PURCHASING AGREEMENT # 01-26-V-113981-1190
SPONSORED BY PIMA COUNTY and AUTHORIZED BY RESOLUTION #1991-15

Following is a list of participants that have provided executed copies of this agreement to Pima County.

City of South Tucson; 8/8/2005; Jennifer Eckstrom

City of Yuma (AZ); 10/28/1996; Barbara Legan; 520-783-1283

La Paz County (AZ); 9/20/1993

Mohave County (Kingman, AZ); 2/20/1991; Travis Lingenfelter.

Pima County Community College District (Tucson, AZ); 10/15/1991; Virginia Flynn; 520-748-4759

Pinal County (Florence, AZ); 1/23/1991; Rebecca Hoaglin; 520-868-6253

Town of Florence (AZ); 2/22/1994;