

COOPERATIVE PURCHASE CONTRACT

Contract No. 2019-65

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Mountain States Pipe and Supply (MSPS), ("Contractor").

RECITALS:

- A. Contractor has an Agreement for Services No. 171770 with City of Tucson to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:
 - a. DCU-5310-301 MC3Lite RF Unit
OEM-1069-040 FZ-M1 7" Toughpad Tablet
DCU-5302-631 MC3, Standard Accessory Kit
Wiring Kit:
Kit-0060-101 MC3 Portable Wiring Kit system w/tablet

Quantity (4) Price/Each \$18,0000 Item # MC3SM
2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment. Payment to the Contractor for the materials and or services provided shall be the quantity four (4) at a price of \$18,000 a piece for a total of \$72,000 made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are attached hereto as Exhibit B. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

**EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY**

Price: Per Estimate

Specifications: Per Estimate

Schedule of performance: Per Estimate

Delivery location: Per Estimate

Notices: All notices to City shall be sent to:

Buyer: Liane Garcia
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2279

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

Agency Contract Name and No.: Agreement for Services NO. 171770 ITRON Components (15 pages)

Contract Amendment (1 page)

Current Price Lists (Estimates) (1 page)