

COOPERATIVE PURCHASE CONTRACT

Contract No. 2021-03

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2020 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Passport Labs, Inc., DBA Passport, a Delaware Corporation, ("Contractor").

RECITALS:

- A. Contractor has an agreement with the National Cooperative Purchasing Alliance ("NCPA") Abilene, Texas, Cooperative Purchasing Agreement awarded April 2016 (NCPA RFP#26-16/Contract #05-20) 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; and
- C. The City is already doing business with Passport Labs, Inc. as successor in interest to NuPark under a contract dated February 5, 2020, but desires to transition to a new software program and the terms and conditions as described herein.

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) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Passport Labs, Inc. Parking Transition

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in Exhibit A attached hereto and incorporated by reference.
3. Payment: Payment to the Contractor for the materials and or services provided not to exceed one hundred-forty thousand three hundred twenty-nine dollars and ninety-two cents **(\$140,329.92) including other fees and taxes**, as set forth in Exhibit A. Payment shall commence upon the "go-live" date when the new software program is implemented.
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 set forth in Exhibit B attached hereto and incorporated by reference. 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 term shall commence upon the “go-live” date when the new software program is implemented. This Cooperative Purchase Contract shall remain in effect 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.
8. Transition. The prior contract entered into by and between the City and Passport as successor in interest to NuPark dated February 5, 2020 (“Prior Contract”) shall remain in effect until the “go-live” date when the new software program is implemented at which time the Prior Contract shall automatically expire. Passport shall provide written notice of the “go-live” date to the City. Passport will refund to City a proportionate share of any annual payments or similar advance payments made under the Prior Contract, so that payment is only made through the expiration date of the Prior Contract.

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: See Attached.

Specifications: See Attached.

Schedule of performance: See Attached.

Delivery location: City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001 or such other City of Flagstaff address or electronic delivery site specified by City in writing.

Notices: All notices to City shall be sent to:

Brian Eilerts, MBA, CSSMBB
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2275
Brian.Eilerts@flagstaffaz.gov

Certificate of Insurance: See Attached.

EXHIBIT B
AGENCY CONTRACT

NCPA RFP#26-16 for Integrated Parking Management System
Passport's Response
Award Letter
Renewal Letter

Agency contract documents are found on Passport's NCPA contracts page:
<http://www.ncpa.us/Vendors/Details/1229>

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Contract 11-18-20.doc