

COOPERATIVE PURCHASE CONTRACT

Contract No. 2023-34

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 Courtesy Auto of Mesa DBA Courtesy Chrysler Jeep Ram of Superstition Springs, an Arizona Corporation ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of Ram vehicles;
- B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059314 with Contractor ("Agency Contract"); and
- C. Contractor is a dealer as described in the Agency Contract; and
- D. 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:

2023 Ram 2500 Truck FFD

Two (2) 2023 Ram 4500 Trucks Water Services

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 for one hundred eighty-five thousand seven hundred eighty-four dollars and fifty-four cents (**\$185,7784.54**) **in addition to other fees and taxes**; 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 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, including, specifically changes in price for the materials.

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.

Courtesy Auto of Mesa:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
QUOTES (attached)

EXHIBIT B
AGENCY CONTRACT

1. Offer & Acceptance, Agency Contract Award Request for Proposal Solicitation No. BPM004157
2. Courtesy Auto of Mesa, an Arizona Corporation DBA Courtesy Chrysler Jeep Ram of Superstition Springs 2022 Pricing