

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-85

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 Empire Southwest, LLC, a Delaware Limited Liability Company (“Contractor”).

RECITALS:

- A. Contractor is a dealer as described in the Agency Contract; and
- B. The City of Tucson procurement department conducted a competitive and open procurement process through Request for Proposal Solicitation No. 212816 that resulted in Contract No. 212816-01 with Contractor (“Agency Contract”); and
- C. 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 the City the materials and or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

CATERPILLAR 826K LANDFILL COMPACTOR

- 2. **Specific Requirements of City:** Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.
- 3. **Payment:** Payment to the Contractor for the materials and/or services provided is **one million one hundred three thousand, three hundred fifty-four dollars and zero cents (\$1,103,354.00), plus 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 attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
- 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.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Jeff Ely
City of Flagstaff
6770 E Landfill Rd
Flagstaff, AZ 86004
Jeff.Ely@flagstaffaz.gov
Phone: 928-213-2126

To Contractor:

Todd Owen
Empire Southwest, LLC
Account Manager
Todd.Owen@empire-cat.com
928-606-1335

With a copy to:

Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Emarkel@flagstaffaz.gov
Phone: 928-213-2276

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EMPIRE SOUTHWEST, LLC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Last Updated July 20,2023

EXHIBIT A
Scope of Work - Quote from Empire CAT
(attached)

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency **Contract No. 212816-01** Award Request for Proposal Solicitation No. **RFP No. 212816**
2. Contract Addendum Agency **Contract No. 212816-01**