

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-88

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 Industrial Power, LLC, a Texas Limited Liability Company DBA Industrial Power Truck & Equipment (“Contractor”).

RECITALS:

- A. Contractor is a fully authorized dealer of Autocar Vehicles;
- B. Sourcewell, a State of Minnesota local government agency, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. #060920 that resulted in Contract #060920-ACT 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:

Autocar DC64 Refuse Roll-Off

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 Contractor for the materials and or services provided for **Two Hundred Sixty-One Thousand Two Hundred Twenty Dollars and Seven Cents (\$261,220.07), in addition to other fees and taxes;** made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$50,000; otherwise, City Council approval is required.
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:

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

To Contractor:

Barry Torgerson
Director of Fleet Sales-West
Autocar Trucks
4680 Pinson Valley Parkway
Birmingham, AL 35215
btorgerson@autocartruck.com
Cell: 949.702.6430

With a copy to:

Terry McCormack,
Collections Supervisor
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
TMcCormack@flagstaffaz.gov
Phone: 928-774-0668

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9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

INDUSTRIAL POWER, LLC:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated October 30, 2023

EXHIBIT A
SCOPE OF WORK
(attached)

1. Industrial Power, LLC Quote Q-01211 two pages

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Sourcewell Autocar Request for Proposal Solicitation #060920 that resulted in Contract #060920-ACT thirty-five pages
2. Sourcewell Autocar #060920 - ATC - Price Information one page
3. Sourcewell Autocar #060920 - ACT - Identifying Industrial Power, LLC as an authorized dealer one page