

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-201

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 Hughes Fire Equipment, Inc., an Oregon "S" Corporation ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of **Fire Apparatus and Related Vehicles**;
- B. The **Houston-Galveston-Area-Council Cooperative Purchasing Program (HGAC)** conducted a competitive and open procurement process through Request for Proposal **Project ID: FS12-23** that resulted in Contract No. **FS12-23** 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 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:

TWO (2) FREIGHTLINER 114SD BME CASCADE TENDERS

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 not to exceed **ONE MILLION SIXTY-FOUR THOUSAND ONE HUNDRED EIGHT DOLLARS AND SEVEN CENTS (\$1,064,108.07)**, in addition to other fees and costs; 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 \$100,000; otherwise, City Council approval is required.
4. 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.
5. 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.

- 6. 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.
- 7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
 Mark Wilson
 Deputy Chief
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
mwilson@flagstaffaz.gov
 928-213-2506

To Contractor:
 Ed McDonald
 Hughes Fire Equipment, Inc.
 5159 W. Roosevelt Street
 Phoenix, AZ 85043
emcdonald@hughesfire.com
 623-910-4415

With a copy to:
 Emily Markel
 Purchasing Manager
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

- 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.

HUGHES FIRE EQUIPMENT, INC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A
SCOPE OF WORK
(attached)

- 1. Two (2) Freightliner 114SD BME Cascade Tenders EM10673-0003 QUOTE (64 Pages)**

EXHIBIT B
AGENCY CONTRACT
(attached)

1. **FS12-23_Contract_-_Hughes_Fire_Equipment (31 pages)**