

COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-191

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 Chevrolet, an Arizona Corporation Service Company ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of New Vehicle Purchases.
- B. The **State of Arizona-Arizona Department of Transportation (ADOT)** conducted a competitive and open procurement process through Request for Proposal **BPM004157** that resulted in Contract No. **CTR059315** with Contractor ("Agency Contract");
- 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:

2024 Chevrolet Silverado EV AWD 3WT

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. 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.
4. Payment:
 - 4.1 Payment to Contractor for the materials and/or services not to exceed **Seventy thousand two hundred twenty-five dollars and six cents \$70,225.06**; made in accordance with the price list and terms set forth in the Agency Contract.
 - 4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.

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 and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of two-year renewal periods presuming that the underlying Agency Contract has not expired or been terminated. Unless sooner terminated by the City in writing.
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:
Nathan Naliborski
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
nnaliborski@flagstaffaz.gov
928-213-2187

To Contractor:
Courtesy Chevrolet
Berney Kullos
4999 N 12th Street
Phoenix, AZ. 84014
bkullos@CourtesyAuto.com
602-798-2968

With a copy to:
Liane Garcia
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
lgarcia@flagstaffaz.gov

(Remainder of Page Intentionally Blank)

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.

COURTESY CHEVROLET.:

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 January 6, 2025

EXHIBIT A
SCOPE OF WORK
(attached)

1. City of Flagstaff Quote- 2 pages.

EXHIBIT B
AGENCY CONTRACT
(attached)

1. **ADOT Agency Contract - 88 pages.**
2. **ADOT Agency Pricing – 4 pages.**
3. **ADOT Amendments – 4 pages.**