COOPERATIVE PURCHASE CONTRACT

Contract No. 2027-271

This Contract by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Titan Power Inc., an Arizona corporation (“Contractor”), shall be effective as of the date of the last signature below. The City and Contractor may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, Contractor is a fully authorized vendor of UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT, SERVICE AND MAINTENANCE;

WHEREAS, a competitive and open procurement process was conducted through City of Phoenix IFB #25-0535 that resulted in City of Phoenix Contract #162950-0 with Contractor (“Agency Contract”); and

WHEREAS, the City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Materials and/or Services Purchased

Contractor shall provide to the City the materials and/or services, as specified in the Contracting Proposal, attached hereto as Exhibit A and in accordance with the Agency Contract. A general description of the materials and/or services being purchased is:

Uninterruptible Power Supply (UPS), purchase of two units and install at City Hall

2. Terms and Conditions of Agency Contract Apply

1. All provisions of the Agency Contract documents contained within City of Phoenix Contract #162950-0, attached hereto as Exhibit(s) B and C, including any amendments, are incorporated in, and shall apply to this Contract, as though fully set forth herein. If any provisions or terms of the Agency Contract or this Contract conflict with the Contractor's Terms and Conditions attached to the Contractor's Proposal, the terms and provisions in the Agency Contract and/or this Contract will control and supersede any conflicting term or condition in the Contractor's proposal.
2. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.

3. Compensation

3.1 Payment

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed Two hundred one thousand seven hundred sixty-nine dollars and ninety-nine cents ($201,769.99), including fees and taxes,

made in accordance with the Contractor's Proposal, and the price list and terms set forth in the Agency Contract.

3.2 Formal Amendment Required

Any price adjustment 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 total amount of the approved amendments is less than $100,000; otherwise, City Council approval is required.

4. Term and Renewal

4.1 Contract Term

A. The underlying Agency Contract expires on June 30, 2030.

B. The Contract will be effective as of the date signed by both parties and terminate upon completion of the work identified in the Contractor's Proposal and acceptance of the work by the City.

5. Insurance

All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Upon request, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Notice

Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Joe Ronningen
Public Works - Facilities Maintenance
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email:marshall.ronningen@flagstaffaz.gov
Phone:(928) 221-5529

To the Contractor:
Richard Rodriguez, Account Executive
Titan Power Inc.
7031 W Oakland Street
Chandler, AZ 85226
Email: richardr@titanpower.com
Phone: (480) 576-7828

With a copy to:
Josh Linam
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: joshua.linam@flagstaffaz.gov

IN WITNESS WHEREOF, the Parties hereto have executed Contract as of the date hereinbefore indicated.

CITY OF FLAGSTAFF	CONTRACTOR
SIGNATURE	**SIGNATURE**
FULL NAME	**FULL NAME**
TITLE	**TITLE**
DATE SIGNED	**DATE SIGNED**

Attest:

SIGNATURE

Stacy Saltzburg

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved as to form:

SIGNATURE

FULL NAME

City Attorney's Office

TITLE

DATE SIGNED