

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2020-17

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 Dell Marketing, L.P. ("Contractor").

WHEREAS, Contractor has been awarded Contract No. ADSPO15-093839 and Amendment ADSPO16-098163 with the State of Arizona – State Procurement Office to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

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 City the materials and or services, as specified in the Purchase Order(s), submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Dell Server Hardware

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor as defined in the scope of work attached hereto as Exhibit A.
3. Compensation. In consideration for the materials and/or satisfactory performance of services, the City shall pay Contractor \$59,742.48 and/or 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, including any amendments, are incorporated in and shall apply to this Cooperative Purchase Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Term. This Cooperative Purchase Contract shall commence upon execution by both parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by the 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 notice concerning this Cooperative Purchase Contract shall be in writing and sent by certified mail and email as follows:

To the City:

To the Contractor:

Matt Kakert, IT Administrator - Systems  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
mklakert@flagstaffaz.gov  
Phone: (928) 213-2822

With a copy to:

With a copy to:

Matt Luhman  
Senior Procurement Specialist  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
mluhman@flagstaffaz.gov  
Phone: (928) 213-2278

8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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City Attorney's Office

**EXHIBIT A  
SCOPE OF WORK**

Specifications: Per Quote

Schedule of performance: Per Quote

Delivery location: Per Quote

Notices: All notices to City shall be sent to:

Matt Luhman, MBA, CPP  
Senior Procurement Specialist  
Purchasing Department  
211 West Aspen Ave.  
Flagstaff, AZ 86001  
(928) 213-2278  
mluhman@flagstaffaz.gov

**EXHIBIT B**  
**AGENCY CONTRACT**

1. State of Arizona – State Procurement Office Contract No. ADSPO15-093839
2. State of Arizona – State Procurement Office Amendment No. ADSPO16-098163