

COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-130

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 vCORE Technology Partners, LLC, a California limited liability company ("Contractor").

RECITALS:

- A. The State of Arizona conducted a competitive and open procurement process through Request for Proposal Solicitation #AZSPO15-093839 that resulted in Contract #ADSPO16-098163 with Dell Marketing, L.P. ("Agency Contract"); and
- B. Contractor is an approved subcontractor as described in the 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 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:

VMWare Software Licensing & Mitigation Support

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 or Exhibit A attached hereto and incorporated by reference.
3. Payment: Payment to the Contractor for the materials and or services provided for **fifty-eight thousand four hundred ninety-one dollars and seventy-three cents (\$58,491.73) in addition to applicable taxes**; made 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 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, including, specifically changes in price for the materials.
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 this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Matt Kakert
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
mkakert@flagstaffaz.gov
Phone: 928-213-2822

To Contractor:

Jeff Alighieri
vCore Technology Partners
1355 N. Scottsdale Road, Suite 140
Scottsdale, AZ 85257
jeff.alighieri@vcoretec.com

With a copy to:

Brian Eilerts
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
brian.eilerts@flagstaffaz.gov
Phone: 928-213-2275

With a copy to:

(SIGNATURES ON FOLLOWING PAGE)

CONTRACTOR:

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

QUOTE (attached)

EXHIBIT B
AGENCY CONTRACT

Agency contract & additional documentation

1. Solicitation Offer and Acceptance/Terms and Conditions #AZSPO
2. Contract Amendment 4: vCORE Technology subcontractor addition
3. Contract Amendment 10: Contract Extension to July 31, 2022