

COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-79

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 CDW Government, LLC, an Illinois Corporation ("Contractor").

RECITALS:

- A. Contractor is a dealer as described in the Agency Contract; and
- B. The City of Mesa conducted a competitive and open procurement process through a formal Request for Proposals Solicitation No. 2018011 that resulted in Contract No. 2018011-01 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 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 Enterprise Quote and Microsoft Volume Licensing Form, both attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Microsoft Enterprise License Renewal through CDWG for 3 Years

- 2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Enterprise Quote and Microsoft Volume Licensing Form, both attached as Exhibit A and incorporated by reference.
- 3. Payment: Payment to the Contractor for the materials and/or services provided is a total of **one million fifty-three thousand, one hundred seven dollars and forty-six cents (\$1,053,107.46)** (plus 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 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.
- 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.

CDW Government, LLC:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SCOPE
(attached)

1. CDW Government, LLL - Enterprise Quote
2. Microsoft Volume Licensing Form

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency Contract 2018011-01 & Original RFP
2. Executive Summary
3. Extension to 2025