

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-130

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 Ahead, Inc., a State of Illinois corporation ("Contractor").

RECITALS:

- A. Region 14 Education Service Center acting on behalf of the National Cooperative Purchasing Alliance conducted a competitive and open procurement process through Request for Proposal #45-22 that resulted in Contract No. 01-143 with Dell Marketing, L.P. ("Agency Contract"); and
- B. Pursuant to Contract No. 01-143 "Authorized Resellers," Contractor is a fully authorized vendor with Dell Marketing, L.P. of Dell – Technology Solutions, Products and Services.
- 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 Scopes of Work/Quotes attached as Exhibits A.1, A.2, and A.3, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Dell IT Technology Solutions, Products and Services

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scopes of Work identified above and incorporated by reference.
3. Payment:
 - A. Payment to Contractor for the materials and/or services will be in an amount not to **exceed the fiscal year budgeted amount for the term of the Agency Contract**; in accordance with the price list and terms set forth in the Agency Contract.
 - B. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase or the total cost of the contract in the current fiscal year is less than \$100,000; otherwise, City Council approval is required.
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.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: teddy.callan@flagstaffaz.gov
Phone: 928-213-2279

To Contractor:

Kyle Hicks
Ahead, Inc.
401 N Michigan Ave. Suite 3400
Chicago, IL 60611
Email: Kyle.Hicks@ahead.com
Phone: 618-581-6433

With a copy to:

Jonathan Damico
Deputy IT Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Email: Jonathan.damico@flagstaffaz.gov
Phone: 928-213-2823

With a copy to Contractor:

Jeffrey Alighieri
Ahead, Inc.
401 N Michigan Ave. Suite 3400
Chicago, IL 60611
Email: Jeffrey.Alighieri@ahead.com
Phone: 781-504-4248

(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.

AHEAD, INC.:

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
SCOPE OF WORK/QUOTE
(attached)

1. Exhibit A.1 – City of Flagstaff Purchase Order dated November 13, 2023 to Ahead, Inc. in the amount of \$27,341.01 (\$25,304.04 plus taxes in the amount of \$2,036.97).
2. Exhibit A.2 – Ahead, Inc. Quote dated November 7, 2023 in the amount of \$25,304.04.
3. Exhibit A.3 – Ahead, Inc. Quote dated February 7, 2024 in the amount of \$83,583.89.

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Exhibit B.1 – Agency Contract No. 01-143 of Region 14 Education Service Center acting on behalf of the National Cooperative Purchasing Alliance with Dell Marketing, L.P.
2. Exhibit B.2 – Agency Contract No. 01-143 Pricing Proposal.
3. Exhibit B.3 – Agency Contract No. 01-143 List of Authorized Resellers identifying Ahead, Inc.