

COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-247

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2025 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and **Carahsoft Technology Corporation, a Virginia S Corporation** ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of **Asset Management/Work Order Software and Related Services**;
- B. **Region 4 Education Service Center** conducted a competitive and open procurement process through Request for Proposal **24-03** that resulted in Contract No. **R240303** 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 Price Quotation attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Asset Management/Work Order Software and Related 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 Price Quotation attached as Exhibit A and incorporated by reference.
3. 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. If any term or condition of the Agency Contract conflicts with a term or condition of this Contract, term or condition of this Contract will control.
4. Payment:
 - 4.1 Payment to Contractor for the materials and/or services shall not exceed **one hundred two thousand forty-four dollars and seven cents (\$102,044.07)**; made in accordance with the Price Quotation and terms set forth in the Agency Contract.
 - 4.2 Any adjustment to the Payment amount 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 amendment price increase is less than \$100,000; otherwise, City Council approval is required.

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: Upon execution by the Parties, this Cooperative Purchase Contract shall commence on July 31, 2025, and terminate on July 30, 2026, unless terminated sooner pursuant to the terms in the Agency Contract.
7. Choice of Law; Venue: The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Coconino County.
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:

Bayley Chotena
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Bayley.chotena@flagstaffaz.gov

To Contractor:

Heather Castellanos
Carahsoft Technology Corp
11493 Sunset Hills Rd. – Suite 100
Reston, Virginia 20190
571-662-3750

With a copy to:

Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

(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.

CARASOFT TECHNOLOGY CORP:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated January 6, 2025

EXHIBIT A
SCOPE OF WORK
(attached)

- 1. Price Quotation – Carahsoft – two (2) pages, dated March 3rd, 2025**

EXHIBIT B
AGENCY CONTRACT
(attached)

1. #R240303 Region 4 Education Service Center and Carahsoft Agency Contract – one hundred twenty-four (124) pages, dated January 1st, 2025
2. Carahsoft Pricing – twenty eight (28) pages, dated June 6th, 2025