

COOPERATIVE PURCHASE CONTRACT

Contract No. 2026-13

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 **Carahsoft Technology Corporation, a Maryland State Inc.** (“Contractor”).

RECITALS:

- A. Contractor is a fully authorized vendor of Technology Product Solutions and Related Services.
- B. **Region 3 Education Service Center (ESC)** conducted a competitive and open procurement process through Request for Proposal **24-03** that resulted in Contract No. **R240303** with Contractor (“Agency Contract”);
- 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 Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Technology Product Solutions 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 Scope of Work 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.
4. Payment:
 - 4.1 Payment to Contractor for the materials and/or services not to exceed **Eighty-two thousand five hundred dollars and no cents (\$82,500.00)**; made in accordance with the price list 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 and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of one (1) year with an option for one (1) additional one-year renewal period presuming that the underlying Agency Contract has not expired or been terminated.

Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Allison Hughes
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
ahughes@flagstaffaz.gov
928-556-2305

To Contractor:

Sonja Baur
Carahsoft Technology Corp
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
Sonja.Baur@carahsoft.com
571-662-3819

With a copy to:

Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@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.

Carahsoft 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. Carahsoft Technology/Peregrine Quote – 1 page

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Region 4 ESC– Contract R240303 (124 pages)
2. Region 4 ESC – Pricing (30 pages)