

**CITY CLERK
ORIGINAL**

**C-10406
10/21/2015**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
McCAIN, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 21st day of October, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and McCain, Inc., a California corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 4, 2015, under the Arizona Department of Transportation Master Blanket Purchase Order ADOT15-096846 (the "Cooperative Purchasing Agreement"), the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Cooperative Purchasing Agreement, which is incorporated by reference into this Agreement. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above, which are incorporated into this Agreement by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached as part of Exhibit A, purchases can be made by governmental entities from the date of award, which was June 4, 2015, until the date the contract expires on June 3, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. This Agreement is therefore valid until June 3, 2016. In the event the original parties extend the

Cooperative Purchasing Agreement, City and Contractor may mutually agree to extend the Agreement, but any such extension must be in writing executed by representatives of both parties with appropriate signatory authority.

2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
 - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit C.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Thirty Four Thousand, Seven Hundred Seventy-One Dollars and Ninety-Seven Cents (\$34,771.97) for the entire term of the Agreement.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Stin Weber
Traffic Signals Supervisor
6210 West Myrtle Avenue, Suite 112
Glendale, Arizona 85301
623-930-2762

and

McCain, Inc.
c/o Christine Jersey
2365 Oak Ridge Way
Vista, California 92081

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

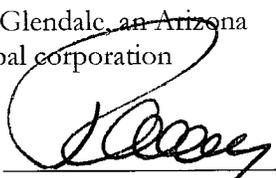
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

McCain, Inc.,
a California Corporation

By:


Richard A. Bowers
(Acting) City Manager

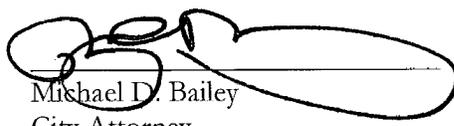
By:


Name: Christine Jersey
Title: Corporate Secretary

ATTEST


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

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EXHIBIT A
Award and Rate Sheet

**Arizona Department of Transportation
Solicitation Summary Report**

Bid Abstract

	McCain, Inc.	TraStar, Inc.	Excellence Opto, Inc.	JTB Supply	General Traffic Equipment
Pedestrian Countdown Signals Quantity 564 ea	\$84.00 ea	\$94.00 ea	\$102.00 ea		
Total Aggregate	\$47,376.00	\$53,016.00	\$57,528.00	Non-Responsive	Non-Responsive

Award Recommendation

In accordance with A.P.C. §41-2533 and R2-7-D304 bid shall be awarded to the lowest responsible and responsive offeror whose offer conforms in all material respects to the requirements and criteria set forth in the solicitation, therefore the ADOT Procurement Officer recommends the following award to:

McCain, Inc. for the Pedestrian Countdown Signals in the amount of \$47,376.00 + 5.6% Tax = \$50,029.06

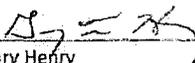
Estimated Cost Savings

Not applicable/None to report.

Impact of SB/MWBE

The awarded vendor, McCain Inc, does not have a business indicator registered with the State of Arizona.

On behalf of the Arizona Department of Transportation, Gary Henry shall be the Procurement Officer responsible for contract administration regarding the contract identified herein. This information shall include demand for assurance and/or cure letters, Off Contract purchases (Form SPO104), Vendor Performance Reports, valid insurance documents and contract amendments as necessary.



 Gary Henry
 Senior Procurement Specialist

Date: 5-17-15

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**EXHIBIT B
Scope of Work**

PROJECT

McCain, Inc. will provide 392 pedestrian countdown LED modules. This purchase is federally funded through ADOT using Highway Safety Improvement (HSIP) funding, and will complete installation of pedestrian countdown indications in all City of Glendale traffic signals.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 3 of the Agreement. The amount of compensation is provided in the rate sheet and award pursuant to Contract No. ADOT15-096846 attached hereto.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$34,771.97 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

This is for the purchase of 392 pedestrian countdown LED modules. This purchase is federally funded through ADOT using Highway Safety Improvement (HSIP) funding, and will complete installation of pedestrian countdown indications in all City of Glendale traffic signals..