

CITY CLERK
ORIGINAL

C-10518
12/08/2015

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDWAY CHEVROLET

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 8 day of December, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Midway Chevrolet Company I, LLC, an Arizona corporation dba Midway Chevrolet ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 4, 2013, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Statewide Law Enforcement Vehicles Contract, Contract No. ADSP013-038803 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. 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 foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking 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 hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 3, 2013, until the date the contract expires on January 3, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

January 3, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 3, 2017. The City Manager or designee, however, may renew the term of this Agreement for 1 one-year period until the Cooperative Purchasing Agreement expires on January 3, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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 C.
- 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 D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed fifty-nine thousand four hundred seventy-two dollars (\$59,472) 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. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. 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 Montana Slack
6210 West Myrtle Avenue Suite 111
Glendale, Arizona 85301-1700
623-930-2621

and

Midway Chevrolet
c/o Gregg Ball

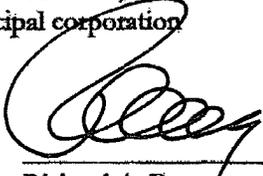
Glendale, Arizona

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

"City"

City of Glendale, an Arizona
municipal corporation

By:

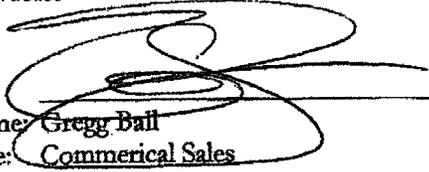


Richard A. Bowers
Acting City Manager

"Contractor"

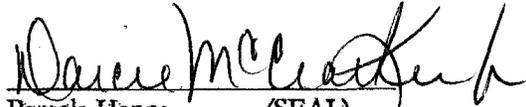
Midway Chevrolet Company I, LLC,
an Arizona corporation dba Midway
Chevrolet

By:



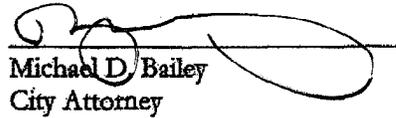
Name: Gregg Ball
Title: Commerical Sales

ATTEST:



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

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EXHIBIT A

State of Arizona Contract No. ADSP013-038803



Master Blanket Purchase Order ADSP013-038803

Header Information

Purchase Order Number:	ADSP013-038803	Release Number:	0	Short Description:	Statewide Law Enforcement Vehicles
Status:	3PS - Sent	Purchaser:	Lori Noyes	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	01/04/2013 04:40:17 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Direct Release	Pcard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	Lori.Noyes@azdoa.gov, 602-542-7144				

Master Blanket/Contract End Date (Maximum): 01/03/2018 11:59:59 PM

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:
Commodity Reference Id:
PO External Doc Type:

Agency Attachments: [PO Terms & Conditions - OLD Solicitation File Restructured Consolidated Contract Document Pricing Contract Administration File Change Order 01 ADSP013-038803.doc](#) [Change Order 02 Summary ADSP013-038803_07.16.13.pdf](#) [Change Order 03 Summary ADSP013-038803.pdf](#) [Change Order 04 Summary Change Order No. 5 Midway Change Order 07 - Contract Extension Midway Current Certificate of Insurance Change Order 09 Summary Renewal.pdf](#) [Current Midway Law Enforcement Vehicle Pricing](#)

Vendor Attachments:
Agency Attachment Forms:
Vendor Attachment Forms:

Primary Vendor Information & PO Terms

**LINKING AGREEMENT
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EXHIBIT B
Award and Rate Sheet

PURCHASE
REQUISITION
WORKSHEET
CITY OF GLENDALE
Materials Management Department
5850 West Glendale Avenue
Glendale, Arizona 85301

DEPARTMENT	DIVISION	ACCOUNT NO.	DATE
Field Operations	Equipment Management	1120-13610-551400	August 28, 2015
REQUESTED BY	PHONE	REQUISITION #	
Montana Slack	x2621		

ITEM	QTY	DESCRIPTION
1	2	2016 Chevrolet Caprice PPV (9C1) with dual LED spot lights and window tinting as quoted on 9/28/15. State Contract # ADSP013-036803 Estimated Delivery on or before May 1st, 2016

THIS REQUISITION NOT TO EXCEED	\$59,471.46	AUTHORIZED DEPARTMENT SIGNATURE(S)	
-CAPITAL OUTLAY- ARE THESE ITEMS INCLUDED IN THE APPROVED LIST OF CAPITAL ITEMS IN THE BUDGET FOR THIS ACCOUNT NUMBER YES <input type="checkbox"/> NO <input type="checkbox"/>		DIRECTOR/DEPARTMENT HEAD	
IF NOT, PLEASE COMPLETE A CAPITAL CHANGE REQUEST FORM AND SEND IT WITH THIS REQUISITION TO THE MANAGEMENT AND BUDGET OFFICE.		DEPUTY CITY MANAGER FOR PURCHASES EXCEEDING \$90,000	
MATERIAL MANAGEMENT SIGNATURE		STORES ORDER NO.	P.O. NO.
DATE:			

QUOTATIONS RECEIVED BY: Chris Kinlon DATE: August 28, 2015

Note: 2ea Chevrolet Caprice PPV as growth vehicles.

Price Breakdown (per unit)

Base Contract Price	\$25,714.00
Dual LED spot lights	\$1,014.00
Rear Vinyl seat	\$100.10
Aux Battery	\$227.50
Full Size Spare	\$154.70
6 Keys cut	\$136.50
Fleet Maintenance Credit	\$89.60
Window Tint	\$195.00
	Sub Total: \$27,452.20
SALES TAX—8.3%	\$2,278.53
Tire Tax	\$5.00
	\$29,735.73
GRAND TOTAL:	\$59,471.46

Vendor

Midway Chevrolet
2323 W. Bell Rd
Phoenix, AZ 85023
Office: 602-866-0102
Mobile: 602-733-2251
Contact: Gregg Ball



MIDWAY VEHICLE QUOTE

VEHICLE QUOTE

State Contract # ADSP013-038803 Law Enforcement
 QUOTE SENT TO: Chris Kinion City of Glendale
 DESCRIPTION 2016 Chevrolet Caprice 9C1

QUOTE DATE: 9/25/2015 PER ATTACHED SPECS \$ 25,714.00

Additional Options

K7X7LED	Dual LED Spots Kerr Equipment	\$	1,014.00
HCC	Rear Vinyl Seat	\$	100.10
K5S	Aux Battery	\$	227.50
SGS	Full Size Spare	\$	184.70
AMF	6 Keys Cut	\$	136.50
R9Y	Fleet Maintenance Credit	\$	(89.80)
Solar Tint Glass	GM Dealer	\$	195.00

Sub Total	\$	27,452.20
<u>Sales Tax (8.9 %)</u>	\$	2,278.53
<u>Tire Tax</u>	\$	6.00

Extended Warranty



Quoted By: Gregg Ball
 Midway Chevrolet Nissan Isuzu Truck
 2323 W. Bell Rd.
 Phoenix, Az, 85023
 gball@vtls.com
 Call 802-733-2251

Approximate Lead Time
 6-25 weeks
 May be units in GM inventory
 which would reduce order time

Stock quotes subject to prior sale

New Vehicle Quotes good through Manufacturers current year build dates. Please call with any questions or concerns.

Thank You For the Opportunity!

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**EXHIBIT C
Scope of Work**

PROJECT

Purchase of new vehicles

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EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of compensation is provided in Section 3 of the Agreement.

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 \$59,472 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Compensation is for the purchase of two (2) 2016 Chevrolet Caprice Police Patrol Vehicles.