

**CITY CLERK  
ORIGINAL**

**C-11351  
11/22/2016**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND**

**MIDWAY CHEVROLET COMPANY I, LLC DBA MIDWAY CHEVROLET**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *22* day of *November*, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Midway Chevrolet Company I, LLC, a Delaware limited liability company authorized to do business in Arizona dba Midway Chevrolet ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 17, 2012, 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 Vehicles, New Purchases Statewide, Contract No. ADSP012-016669 ("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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was January 17, 2012, until the date the contract expires on January 16, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement,

8/10/16

however, may not be extended beyond January 16, 2017. The period of this Agreement is the period from the Effective Date of this Agreement until January 16, 2017.

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 provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed twenty-nine thousand fifty-one dollars and eighty-two cents dollars (\$29,051.82) for the entire term of the Agreement (initial term plus any renewals).

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. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. 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 W. Myrtle Avenue, #111  
Glendale, Arizona 85301  
623-930-2621

and

Midway Chevrolet  
c/o Gregg Ball  
2323 W. Bell  
Phoenix, AZ 85023

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:   
\_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

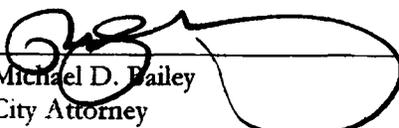
Midway Chevrolet Company I, LLC,  
a Delaware limited liability company dba  
Midway Chevrolet

By:   
\_\_\_\_\_  
Name: Gregg Ball  
Title: Sales Director - Commercial, Fleet  
and Government

ATTEST:

  
\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MIDWAY CHEVROLET COMPANY I, LLC DBA MIDWAY CHEVROLET**

**EXHIBIT A  
STATE OF ARIZONA  
CONTRACT NO. ADSP012-016669**

**VEHICLES, NEW PURCHASES STATEWIDE**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MIDWAY CHEVROLET COMPANY I, LLC DBA MIDWAY CHEVROLET**

**EXHIBIT B  
Scope of Work**

**PROJECT**

The City will purchase one (1) 2017 Quest Van from Midway Chevrolet.



**Master Blanket Purchase Order ADSP012-016669**

**Header Information**

<b>Purchase Order Number:</b>	ADSP012-016669	<b>Release Number:</b>	0	<b>Short Description:</b>	Vehicles, New Purchases Statewide
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2012	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/16/2012 03:48:21 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Print Dest Detail:</b>	If Different	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Catalog ID:</b>		<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov, 602-542-7144				

**Master Blanket/Contract End Date (Maximum):** 01/16/2017 11:59:59 PM

**Project No.:**

**Building Code:**

**Cost Code:**

**Special Purchase Types:**

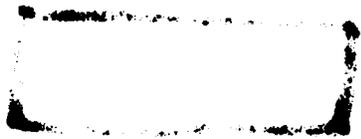
**PIJ NUMBER:**

**Coop Spend To Date:**

**Commodity Reference Id:**

**PO External Doc Type:**

**Agency Attachments:** [PO Terms & Conditions - OLD IFB No ADSP012-00001167 - Vehicles New Purchases Statewide.pdf](#) [Attachments I - VIII Word Documents.zip](#) [Vehicles New Purchases Statewide General Contract Documents~2.zip](#) [Midway Offer and Acceptance.pdf](#) [Midway Contract](#)



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Attachments.pdf Midway Chevrolet Nissan Vehicle Specification Sheet.xls Midway Chevrolet Delivery Charges per County.docx Award Summaries~39.zip Malibu Spec Sheet Chevy Malibu Press Release Contract Amendment Chevy Colorado Press Release Change Order 04 Summary ADSP012-016669.doc Change Order No. 5 - Unilateral Change Order Change Order No. 6 - Price Update Change Order Summary Change Order No. 9 Renewal to 10.2015.pdf Change Order No. 10 - Renewal Midway Current Certificate of Insurance Current Pricing Change Order 14 to correct end date.pdf

**Vendor Attachments:**

**Agency Attachment Forms:**

**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

<b>Vendor:</b>	9000005066 - MIDWAY <b>CHEVROLET</b> Gregg Ball 2323 W Bell Rd Phoenix, AZ 85023 US Email: gball@vtaig.com Phone: (602)760-3352 FAX: (602)760-3977	<b>Payment Terms:</b>	Net 30	<b>Shipping Method:</b>	Best Way
		<b>Shipping Terms:</b>	As Specified	<b>Freight Terms:</b>	Freight Prepaid

**PO Acknowledgements:**

	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to therrle@vtaig.com at 01/17/2012 01:03:09 PM	01/18/2012 12:15:02 PM
Change Order 1	Emailed to gball@vtaig.com at 06/14/2012 09:25:43 AM	06/14/2012 09:32:11 AM
Change Order 2	Emailed to gball@vtaig.com at 09/18/2012 08:52:44 AM	09/25/2012 03:13:24 PM
Change Order 3	Emailed to gball@vtaig.com at 10/02/2012 12:51:51 PM	10/02/2012 12:53:44 PM
Change Order 4	Emailed to gball@vtaig.com at 08/16/2013 01:46:05 PM	08/19/2013 02:57:53 PM
Change Order 5	Emailed to gball@vtaig.com at 10/17/2013 12:11:42 PM	10/21/2013 12:08:04 PM
Change Order 6	Emailed to gball@vtaig.com at 10/25/2013 10:55:09 AM	10/30/2013 11:23:26 AM
Change Order 7	Emailed to gball@vtaig.com at 01/28/2014 02:54:58 PM	02/04/2014 08:02:04 AM
Change Order 8	Emailed to gball@vtaig.com at 02/11/2014 03:33:56 PM	02/19/2014 08:28:27 AM
Change Order 9	Emailed to gball@vtaig.com at 08/08/2014 09:12:46 AM	08/11/2014 03:14:56 PM
Change Order 10	Emailed to gball@vtaig.com at 07/21/2015 06:18:54 PM	07/21/2015 04:21:59 PM
Change Order 11	Emailed to gball@vtaig.com at 08/07/2015 05:21:34 PM	08/10/2015 08:44:36 AM
Change Order 12	Emailed to gball@vtaig.com at 02/02/2016 01:34:07 PM	02/02/2016 01:54:21 PM
Change Order 13	Emailed to gball@vtaig.com at 04/04/2016 04:58:27 PM	04/05/2016 08:33:10 AM
Change Order 14	Emailed to gball@vtaig.com at 09/22/2016 04:35:34 PM	09/24/2016 10:13:48 AM

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000005066	PZ9000005066	MIDWAY CHEVROLET	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 01/17/2012 **Master Blanket/Contract End Date:** 01/16/2017  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$1,544,825.72	\$0.00

**Item Information**

1-5 of 192  
1 2 3 4 5 6 7 8 9 10

**Print Sequence # 0.01, Item # 112:** SUVs/Crossovers - This item should be used if a vehicle listed on the 3PS - the attached price list does not have a corresponding line item. Enter Sent the price listed in the price list in unit cost.

NIGP Code: 071-80  
 SUV Type Vehicles (Incl. Carryalls)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	8.300%	\$0.00	\$0.00

Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:  
 Property Number:

**Print Sequence # 0.02, Item # 111:** Vans, Passenger - This item should be used if a vehicle listed on the 3PS - the attached price list does not have a corresponding line item. Enter Sent the price listed in the price list in unit cost.

NIGP Code: 071-92  
 Vans, Passenger (Regular and Handicapped Equipped)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	8.300%	\$0.00	\$0.00

Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:  
 Property Number:

**Print Sequence # 0.03, Item # 110:** Vans Cargo - This item should be used if a vehicle listed on the the attached price list does not have a corresponding line item. Enter the price listed in the price list in unit cost. 3PS - Sent

NIGP Code: 071-90  
Vans, Cargo

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	8.300%	\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Building Code: \_\_\_\_\_  
 Cost Code: \_\_\_\_\_  
 Property Number: \_\_\_\_\_

**Print Sequence # 0.04, Item # 109:** Sedans - This item should be used if a vehicle listed on the the attached price list does not have a corresponding line item. Enter the price listed in the price list in unit cost. 3PS - Sent

NIGP Code: 071-04  
Automobiles and Station Wagons

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	8.300%	\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Building Code: \_\_\_\_\_  
 Cost Code: \_\_\_\_\_  
 Property Number: \_\_\_\_\_

**Print Sequence # 0.1, Item # 113:** Mid Size Trucks - This item should be used if a vehicle listed on the the attached price list does not have a corresponding line item. Enter the price listed in the price list in unit cost. 3PS - Sent

NIGP Code: 072-01  
Class 1 Trucks (6,000 lb. GVWR or less)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	8.300%	\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Building Code: \_\_\_\_\_  
 Cost Code: \_\_\_\_\_  
 Property Number: \_\_\_\_\_

1-5 of 192  
1 2 3 4 5 6 7 8 9 10

Exit

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# Offer and Acceptance

State of Arizona  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

Description: Vehicles, New Purchases Statewide

## OFFER

### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

07016679

Federal Employer Identification No.:

86 020 2697

Phone: (602) 866-0102

Fax: (602) 866-7051

MIDWAY CHEVROLET CO.  
Company Name

2323 WEST BELL ROAD  
Address

PHOENIX, AZ 85023  
City State Zip



Signature of Person Authorized to Sign Offer

Mr. J.H. BHATT  
Printed Name

CONTROLLER  
Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2008-9 or A.R.S. §§ 41-1481 through 1486.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization  IS/  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

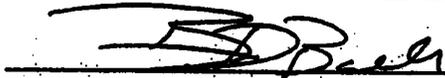
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP012-016669 The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona  
Awarded this

17<sup>th</sup> day of January 2012



Procurement Officer

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MIDWAY CHEVROLET COMPANY I, LLC DBA MIDWAY CHEVROLET**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the attached quote pursuant to the State of Arizona Contract No. ADSPO12-016669.

**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 \$29,051.82 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

For the purchase of one (1) 2017 Quest Van.

Quest 3210A03



MIDWAY VEHICLE QUOTE

VEHICLE QUOTE

State Contract #                      ADSPO12-016669                      Administration

QUOTE SENT TO:                      Chris Kinion                      City of Glendale

DESCRIPTION                      2017 Nissan                      Quest Van S

QUOTE DATE:                      9/12/2016                      PER ATTACHED SPECS                      \$                      25,412.00

Additional Options

Model Adjust to SV Trim                      Power Sliding Doors                      Nissan Fleet                      \$                      1,196.00

Solar tint Glass                                           Nissan Dealer                      \$                      195.00

Sub Total                      \$                      26,793.00

Sales Tax ( 8.3 % )                      \$                      2,223.82

City of Phx 2016 Tax                      \$                      30.00

Tire Tax                      \$                      5.00

Extended Warranty



Quoted By: Gregg Ball  
 Midway Chevrolet Nissan Isuzu Truck  
 2323 W. Bell Rd.  
 Phoenix, Az. 85023  
 gball@vtaig.com  
 Cell 602-733-2261

Approximate Lead Time  
 8-12 Weeks

Stock quotes subject to prior sale

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

Thank You For the Opportunity!

Qty (1)  
\$29,051.82