

CITY CLERK
ORIGINAL
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
COURTESY CHEVROLET

C-10333-1
12/08/2015

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 8th day of ~~December~~ 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Courtesy Chevrolet, an Arizona corporation ("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, Contract No. ADSP012-016667 ("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 17, 2012, until the date the contract expires on October 1, 2016, 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 16, 2017. The initial period of this Agreement, therefore, is the period from the

Effective Date of this Agreement until October 1, 2016. The City Manager or designee, however, may renew the term of this Agreement for the remaining three months until the Cooperative Purchasing Agreement expires on January 16, 2017. 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 eighty-one thousand twenty-six dollars (\$81,026.00) 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

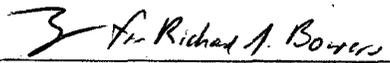
and

Courtesy Chevrolet
c/o Joe A. Pfeffer
1233 East Camelback Road
Phoenix, Arizona 85014
602-604-3043

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

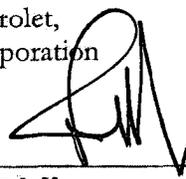
“City”

City of Glendale, an Arizona
municipal corporation

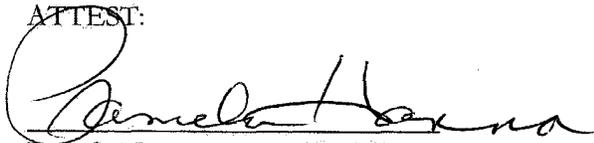
By: 
Richard A. Bowers
Acting City Manager

“Contractor”

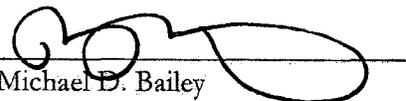
Courtesy Chevrolet,
an Arizona corporation

By: 
Name: Joe A. Pfeffer
Title: Commercial 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. ADSP012-016667



Master Blanket Purchase Order ADSP012-016667

Header Information

Purchase Order Number:	ADSP012-016667	Release Number:	0	Short Description:	Vehicles, New Purchases Statewide
Status:	3PS - Sent	Purchaser:	Lori Noyes	Receipt Method:	Quantity
Fiscal Year:	2012	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	01/16/2012 03:48:21 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	120	Release Type:	Direct Release	Pcard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	Lori.Sherill@azdoa.gov or (602) 542-7144				
Master Blanket/Contract End Date (Maximum):	01/16/2017 03:46:00 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 ADSP012-00901167 - Vehicles New Purchases Statewide.pdf Attachments 1 - VMI Word Documents.xls Vehicles New Purchases Statewide General Contract Documents - 8.xls Courtesy Contract Attachments.xls Courtesy Chevrolet Vehicle Specifications Sheet - 2.xls Award Summary - 16.zip 2013 Malibu Spec Sheet Chevrolet Colorado Press Release Contract Amendment Change Order 02 Summary - ADSP012-016667.doc Change Order No. 9 - Unilateral Change Order Change Order No. 11 - Price Update Change Order Summary Worker's Comp LCO Certificate of Insurance Change Order No. 14 Renewal to 10.2015.pdf Change Order No. 16 - Renewal Current Product for Courtesy Chevrolet				

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EXHIBIT B
Award and Rate Sheet

COURTESY CHEVROLET

ADSP012-016667

**STATE CONTRACT
VEHICLE QUOTE**

CONTRACT VEHICLE 2015 CHEV 1/2 TON
DOUBLE CAB, SHORT BED, 2WD, WT PKG

<u>CONTRACT PRICE</u>	PER ATTACHED SPECS 5.3L V8, AUTO, A/C	\$ 23,747.00
TINT	TINT	\$ 235.00
INCREASE	2016 MODEL INCREASE	\$ 952.00

APPROX NOV BUILD

<u>TOTAL</u>	\$ 24,934.00
<u>TIRE TAX</u>	\$ 5.00
<u>TAX</u>	\$ 2,069.52
<u>EXTENDED WARRANTY</u>	
<u>GRAND TOTAL</u>	\$ 27,008.52

**LINKING AGREEMENT
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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 \$81,026.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Compensation is for the purchase of three (3) 2016 Chevrolet Silverado 1500HD double cab pickup trucks.