

**CITY CLERK  
ORIGINAL**

**C-10331  
10/13/2015**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *13* day of *October*, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Don Sanderson Ford, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 15, 2014, 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 Medium and Heavy Duty Cab and Chasis Contract, Contract No. ADSPO14-063240, which is attached hereto as Exhibit A. The Medium and Heavy Duty Cab and Chasis Contract permits its cooperative use by other governmental agencies including the City. The Medium and Heavy Duty Cab and Chasis Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- 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 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 15, 2014, until the date the contract expires on January 14, 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 extend the contract

beyond January 14, 2019. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until January 14, 2016. The City, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on January 14, 2019. 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 a one-year 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 incorporate 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-nine thousand nine hundred thirty eight dollars (\$89,938).

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 W. Myrtle Avenue Suite 111  
Glendale, Arizona 85301-1700

and

Don Sanderson Ford, Inc.  
c/o Stan Wibben  
6400 North 51<sup>st</sup> Avenue  
Glendale, Arizona 85301  
623-930-5961

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

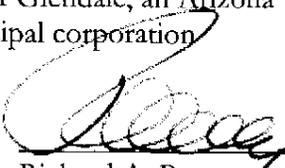
“City”

“Contractor”

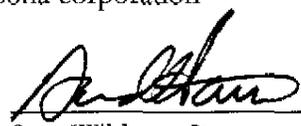
City of Glendale, an Arizona  
municipal corporation

Don Sanderson Ford, Inc.,  
an Arizona corporation

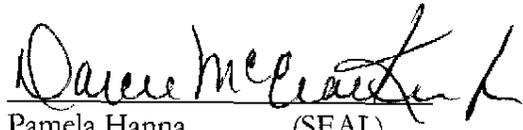
By:

  
Richard A. Bowers  
Acting City Manager

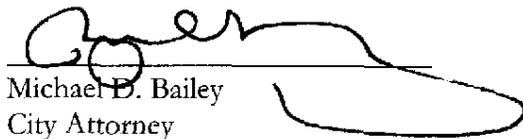
By:

  
Name: ~~Stan Wibben~~ **DAVID HARRIS**  
Title: ~~Service Director~~ **GOVERNMENT Sales Mgr.**

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. ADSP014-063240



## Master Blanket Purchase Order ADSP014-063240

### Header Information

<b>Purchase Order Number:</b>	ADSP014-063240	<b>Release Number:</b>	0	<b>Short Description:</b>	Medium and Heavy Duty Cab and Chassis
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2014	<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>	01/09/2014 05:09:17 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	120	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov, 602-542-7144				

**Master Blanket/Contract End Date (Maximum):** 01/14/2019 12:59:59 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 ADSP014-063240 Contract Document.pdf](#) [Submitted Offer - Sanderson Ford.PDF](#) [Awarded Vehicle Specs - Sanderson Ford.zip](#) [Sanderson Ford Pricing - Effective 1.15.14.xlsx](#) [Medium and Heavy Duty Cab and Chassis Contract Pricing~9.xlsx](#) [2015 Prices Sanderson Change Order No. 1 Sanderson Ford Current Certificate of Insurance](#)

**Vendor Attachments:**  
**Agency Attachment Forms:**  
**Vendor Attachment Forms:**

### Primary Vendor Information & PO Terms

<b>Vendor:</b> 	<u>9000007237 - DON SANDERSON FORD INC</u>	<b>Payment Terms:</b>	<b>Shipping Method:</b>
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## Contract Change Order Summary

Contract No.: ADSPO14-063240

Change Order No.: 1

Date: November 10, 2014

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

### Medium and Heavy Duty Cab and Chassis (Ford)

#### DON SANDERSON FORD INC

1. The above mentioned contract is hereby amended as follows:

- a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months through 1/14/2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



# Special Terms and Conditions

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

Contract No: ADSP014-063240

Description: Statewide Medium and Heavy Duty Cab and Chassis

## 1. CONTRACT

1.1 Contract. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Proposal Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.

1.2 Contract Term. The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.

1.3 Contract Extension. The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.

1.4 Contract Type. The contract is a firm fixed-price, Percent (%) discount from MSRP.

1.5 Amendments. Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

1.6 Contract Changes. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contract amendment.

1.7 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit organizations may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.

1.8 Estimated Quantities. The State makes no guarantee or commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.

1.9 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.

1.10 Compliance with Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

1.11 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from

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**EXHIBIT B**  
Award and Rate Sheet



# Offer and Acceptance

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

Contract No: ADSP014-063240

Description: Statewide Medium and Heavy Duty Cab and Chassis

## 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.

### Sanderson Ford

Company Name

6400 N. 51st Ave

Address

Glendale

AZ

85301

City

State

Zip

dharris@sandersonford.com

Contact Email Address

Signature of Person Authorized to Sign Offer

David Harris

Printed Name

Government Sales Mgr.

Title

Phone: (623)930-5961

Fax: (623)930-5966

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 2009-09 or A.R.S. §§ 41-1461 through 1465.
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.

## 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. ADSP014-063240

The effective date of the Contract shall be: JANUARY 15, 2014

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, contract release document or written notice to proceed.

State of Arizona  
Awarded this

9 day of JANUARY 2014

Procurement Officer



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 6/23/2015

**Customer:** City of Glendale

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2016 Ford F550 XL Reg Chass 4x4 165"wb / 84"ca (F5H)

\*\*\*### STATE of AZ Contract ADSPO14-063240

**Base Price:** \$32,597.00

**Upgrade Options:**

1.	<u>6.8L Gas V10</u>	<u>std</u>
2.	<u>Air Conditioner / AM-FM / vinyl floor</u>	<u>std</u>
3.	<u>40/20/40 split cloth seat</u>	<u>included in contr</u>
4.	<u>19500 lbs GVWR payload pkg (68M)</u>	<u>\$985.00</u>
5.	<u>4.88 LTD Slip Diff (required w/ 68M X8L)</u>	<u>\$308.00</u>
6.	<u>PTO provision (62R)</u>	<u>\$239.00</u>
7.	<u>Daytime Running Lamps (942)</u>	<u>\$38.00</u>
8.	<u>Power Equip Group (90L)</u>	<u>\$763.00</u>
9.	<u>Snow Plow Prep -7000# front axle (473)</u>	<u>\$73.00</u>
10.	<u>spare tire wheel (512)</u>	<u>\$299.00</u>
11.	<u>Altec Quotation 290271-2</u>	<u>\$47,585.00</u>
12.	<u>approx lead time 60-90 days A.R.O.</u>	

**Upgrade Options Total:** \$50,290.00

**Bid Price (w/options):** \$82,887.00

**Sales Tax (8.5%):** \$7,045.40

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$89,937.40

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**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of medium and heavy duty cab and chassis.

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DON SANDERSON FORD, INC.**

**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 during the entire term of the Project must not exceed \$89,938.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of one 2016 Ford F550 XL Regular Chassis 4x4 with 165" wheel base with service body and Altec aerial bucket.