

CITY CLERK
ORIGINAL

C-10337
10/13/2015

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD

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 San Tan Auto Partners, LLC dba San Tan Ford, 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 ADSP012-016671, which is attached hereto as Exhibit A. The Vehicles, New Purchases Statewide Contract permits its cooperative use by other governmental agencies including the City. The Vehicles, New Purchases Statewide Contract is hereinafter referred to 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 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 extend the contract 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, however, may renew the term of this Agreement for 2 one-year periods 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 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 four hundred twenty-seven thousand nine hundred seven dollars (\$427,907).

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

623-930-2621

and

San Tan Auto Partners, LLC dba San Tan Ford
c/o Joe Sanchez
1429 E. Motorplex Loop
Gilbert, Arizona 85297
480-621-3740

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

San Tan Auto Partners, LLC dba San Tan
Ford an Arizona corporation

By:


Richard A. Bowers
Acting City Manager

By:

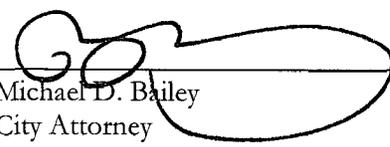

Name: Joe Sanchez
Title: Government Fleet Sales Manager

ATTEST:


Pamela Hanna
City Clerk

(SEAL)

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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EXHIBIT A

State of Arizona Contract No. ADSPO12-016671



Master Blanket Purchase Order ADSP012-016671

Header Information

Purchase Order Number:	ADSP012-016671	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%
Print Dest Detail:	If Different	Release Type:	Direct Release	Pcard Enabled:	Yes
Catalog ID:		Tax Rate:		Actual Cost:	\$0.00
Contact Instructions:	Lori.Noyes@azdoa.gov or (602) 542-7144				

Master Blanket/Contract End Date (Maximum): 01/16/2017 10:54:00 AM

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~1.zip San Tan Auto Awarded Vehicles Spec Sheet.xls San Tan Contract Attachments.zip Award Summaries~36.zip 2013 Fusion Spec Sheet 2013 Ford Fusion Press Release Contract Amendment Change Order 04 Summary ADSP012-016671.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 Current Pricing Change Order No.10 - Renewal](#)

Vendor Attachments:
Agency Attachment Forms:
Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:



9000021737 - SAN TAN AUTO PARTNERS LLC
 Joe Sanchez
 1429 E Motor Plex Loop
 Gilbert, AZ 85297
 US
 Email: joesanchez@santanford.com
 Phone: (480)621-3741

Payment Terms:

Net 30

Shipping Method:

Best Way

Shipping Terms:

F.O.B., Destination

Freight Terms:

Freight Allowed

PO Acknowledgements:

Alt. Reference	Notifications	Acknowledged Date/Time
Alt. Reference: Z0001		
Purchase Order	Emailed to lloydcovault@santanford.com at 01/17/2012 11:34:26 AM	01/17/2012 11:59:57 AM
Change Order 1	Emailed to lloydcovault@santanford.com at 06/14/2012 09:28:11 AM	06/14/2012 10:38:05 AM
Change Order 2	Emailed to lloydcovault@santanford.com at 09/24/2012 07:20:26 AM	09/24/2012 07:44:17 AM
Change Order 3	Emailed to lloydcovault@santanford.com at 10/01/2012 01:13:24 PM	12/03/2012 08:10:47 AM
Change Order 4	Emailed to lloydcovault@santanford.com at 08/16/2013 01:46:53 PM	08/19/2013 09:27:21 AM
Change Order 5	Emailed to lloydcovault@santanford.com at 10/17/2013 12:18:06 PM	10/21/2013 08:06:14 AM
Change Order 6	Emailed to lloydcovault@santanford.com at 10/28/2013 11:42:13 AM	10/28/2013 11:54:51 AM
Change Order 7	Emailed to lloydcovault@santanford.com at 01/28/2014 03:19:14 PM	01/29/2014 08:14:11 AM
Change Order 8	Emailed to lloydcovault@santanford.com at 02/11/2014 03:36:37 PM	02/12/2014 07:34:50 AM
Purchase Order	Emailed to lloydcovault@santanford.com at 08/08/2014 09:12:46 AM	08/08/2014 10:40:36 AM
Purchase Order	Emailed to joesanchez@santanford.com at 07/22/2015 06:01:34 PM	07/30/2015 11:06:59 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000021737	PZ9000021737	SAN TAN AUTO PARTNERS LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 01/17/2012 **Master Blanket/Contract End Date:** 10/01/2016
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	\$560,837.70	\$0.00

Item Information

1-5 of 56
 1 2 3 4 5 6 7 8 9 10

Print Sequence # 0.01, Item # 47: 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		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					
Project No.:								
Building Code:								
Cost Code:								
Property Number:								



Special Terms and Conditions

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

Description: **Vehicles, New Purchases Statewide**

- 4.4. The submission schedule for Administrative Fees and Usage reports shall be as follows:
- July through September (FY Q1) – Due October 31
 - October through December (FY Q2) – Due January 31
 - January through March (FY Q3) – Due by April 30
 - April through June (FY Q4) – Due by July 31
- 4.5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 4.6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law
5. **Inventory.** The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.
6. **Contract Type.** The Contract shall be Firm Fixed Price.
7. **Contract Term.** The contract shall begin upon the date of Contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.
8. **Contract Renewal (Sole Option).** The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State shall have the right, at its sole option, to renew the contract for four (4) one-year periods or a portion thereof. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
9. **Estimated Usage.** The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
10. **Current Models.** All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.
11. **Dealership, Participating Service and Delivery Locations.** The contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Request are to be submitted electronically and shall contain:
- The dealer or outlet name
 - Location (physical address)
 - Telephone/fax numbers and email information
 - Key personnel at that location
- Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.
12. **Delivery (Minimum)**
- 12.1 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire #1.
- 12.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 12.3 All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes, and a full tank(s) of fuel, less delivery fuel for sedans, SUVs, station wagons, vans, trucks.



Contract Change Order Summary

Contract No.: ADSPO12-016671

Change Order No.: 10

Date: July 21, 2015

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

Vehicles, New Purchases Statewide

SAN TAN AUTO PARTNERS LLC

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 10/1/2016.

**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.

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AND
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD**

EXHIBIT B
Award and Rate Sheet



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.:

[Redacted]

Federal Employer Identification No.:

[Redacted]

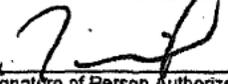
Phone: 480-621-3741

Fax: 480-621-3796

SANTAN AUTO PARTNERS
Company Name

1429 E MOTORPLEX LOOP
Address

GILBERT AZ 85297
City State Zip


Signature of Person Authorized to Sign Offer

Tim Horik
Printed Name

GM/owner
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 2009-9 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.
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.

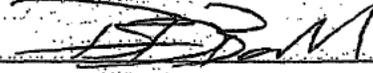
This Contract shall henceforth be referred to as Contract No.:

ADSP012-00016671

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 17 day of January 2012


Procurement Officer

Government Fleet Sales Manager

Joe Sanchez (480) 621-3741

joesanchez@santanford.com

Department Fax (480) 621-3796

Date: August 21, 2015

Customer: City of Glendale

Line Item/State Contract #: X1C / ADSP012-016671

Vehicle Description: 2016 Ford F150 Super Cab 4X2 Short Bed

With 3.5L FFV V6 Gas Engine

	Base Bid Price	<u>\$20,498.00</u>
<u>Upgrade Options</u>		
1 Power Equipment Group		Standard on Contract
2 Cruise Control Credit		Standard on Contract
3 Trailer Tow Package		593.00
4 36 Gallon Fuel Tank		337.00
5 Window Tint		250.00
6		
7 2016 Price Increase		816.00
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		<u>\$1,996.00</u>
	Bid Price (with options)	\$22,494.00
	Tire Tax	5.00
	Sales Tax (7.80%)	1,754.53
	Ford Extended Service Plan	
	Transportation Fee	
	Total Delivered Price	<u>\$24,253.53</u>

Notes:

Thank You,
Joe

Government Fleet Sales Manager

Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: August 21, 2015

Customer: City of Glendale

Line Item/State Contract #: F1C / ADSP012-016671

Vehicle Description: 2016 Ford F150 Regular Cab 4X2 Long Bed

With 3.5L FFV V6 Gas Engine

	Base Bid Price	<u>\$19,642.00</u>
<u>Upgrade Options</u>		
1 Cruise Control		Standard on Contract
2 Trailer Tow Package		593.00
3 36 Gallon Fuel Tank		337.00
4 Power Equipment Group		Standard on Contract
5 Window Tint		250.00
6		
7 2016 Price Increase		816.00
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		<u>\$1,996.00</u>
	Bid Price (with options)	\$21,638.00
	Tire Tax	5.00
	Sales Tax (7.80%)	1,687.76
	Ford Extended Service Plan	
	Transportation Fee	<u> </u>
	Total Delivered Price	<u>\$23,330.76</u>

Notes:

Thank You,
Joe

Government Fleet Sales Manager

Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: August 21, 2015

Customer: City of Glendale

Line Item/State Contract #: X1E / ADSP012-016671

Vehicle Description: 2016 Ford F150 Super Cab 4X4 Short Bed

With 3.5L FFV V6 Gas Engine

	Base Bid Price	<u>\$24,119.00</u>
<u>Upgrade Options</u>		
1 3.73 Elocking Rear Axle		Standard on Contract
2 Skid Plates		Standard on Contract
3 Cruise Control		Standard on Contract
4 Trailer Tow Package		593.00
5 36 Gallon Fuel Tank		337.00
6 Power Equipment Group		Standard on Contract
7 Window Tint		250.00
8		
9 2016 Price Increase		816.00
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		<u>\$1,996.00</u>
	Bid Price (with options)	\$26,115.00
	Tire Tax	5.00
	Sales Tax (7.80%)	2,036.97
Ford Extended Service Plan		
	Transportation Fee	<u> </u>
	Total Delivered Price	<u>\$28,156.97</u>

Notes:

Thank You,
Joe

Government Fleet Sales Manager

Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Date: August 21, 2015

Customer: City of Glendale

Line Item/State Contract #: P2D / ADSPO12-016671

Vehicle Description: 2016 Ford Taurus SE FWD

With 3.5L FFV V6 Gas Engine

	Base Bid Price	\$20,329.00
<u>Upgrade Options</u>		
1 Window Tint		250.00
2		
3 2016 Price Increase		495.00
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		<hr/> \$745.00
	Bid Price (with options)	\$21,074.00
	Tire Tax	5.00
	Sales Tax (7.80%)	1,643.77
	Ford Extended Service Plan	
	Transportation Fee	<hr/>
	Total Delivered Price	\$22,722.77

Notes:

Thank You,
Joe

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EXHIBIT C
Scope of Work

PROJECT

Purchase of new vehicles

**LINKING AGREEMENT
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AND
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD**

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 \$427,907.

DETAILED PROJECT COMPENSATION

Compensation is for the purchase of eighteen (18) 2016 Ford vehicles which includes, eight F150 ext cab/short bed/2wd pickups, one F150 ext cab/short bed/4wd pickup, two F150 reg cab/long bed pickups and seven Ford Taurus' SE FWD.