

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DLT SOLUTIONS, LLC**

C24-0909

This Linking Agreement (“Agreement”) is entered into as of this 22th day of October, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and DLT Solutions, LLC, a Virginia limited liability company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On December 13, 2018, Maricopa County, a member of the SAVE Cooperative Purchasing Agreement, entered into a contract (Serial 180233-RFP) with DLT Solutions, LLC for Oracle Products and Services (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City. On May 1, 2023, the County amended the term of its contract for an additional five (5) years, with the new contract end date being November 30, 2028.
- 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

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.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities for a maximum term of five (5) years, from the date of execution until the date the contract terminates on November 30, 2028. The term of this Agreement is the period the City executes this Agreement (“the Effective Date”) until November 30, 2028.
- 2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor may provide City any supplies and/or services identified in the Scope of Work attached as Exhibit B to the Cooperative Agreement. The City, however, has chosen to procure only those goods and services contained in the **Price Quotation** appended to this

Agreement 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 three hundred twenty thousand dollars (\$320,000) for the entire term of the Agreement (initial term plus any extensions).

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. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. 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 Mike Siewerth
6835 N. 57th Drive, Suite #100
Glendale, AZ 85301

and

DLT Solutions, LLC
2411 Dulles Corner Park, Suite #800
Herndon, VA 20171

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

DLT Solutions, LLC,
a Virginia limited liability company

By: _____
Kevin R. Phelps
City Manager

DocuSigned by:
 10/15/2024
A00A258AB8B249A...
By: _____
Name: Len Winter
Title: Senior Director of Sales

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
DLT SOLUTIONS, LLC**

**EXHIBIT A
MARICOPA COUNTY CONTRACT NO. 180233-001**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DLT SOLUTIONS, LLC**

**EXHIBIT B
Scope of Work**

See Price Quotation 5253085, Reference 1882459, appended hereto as **Exhibit B**.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DLT SOLUTIONS, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation based on Maricopa County Contract No. 180233-001.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$320,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Per DLT Quote

Not to exceed \$320,000 for the entire term of the Agreement plus tax.