



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

EDUCATIONAL FURNISHINGS OF ARIZONA LLC
FURNITURE, PRODUCTS AND SERVICE
PROJECT NO. 2023-05 TOWN HALL OPTIMIZATION PHASE II

This Linking Agreement for Cooperative Purchase (“**Agreement**”) is made and entered into on this ____ day of _____, 2022 (the “**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (“**Town**”), and Educational Furnishings of Arizona LLC, an Arizona Limited Liability Company authorized to do business in Arizona (“**Contractor**”), whose principal place of business is located at: 6913 W. Buckeye Road, #200, Phoenix, AZ 85043 (each individually a “**Party**,” or together the “**Parties**”).

RECITALS

A. On September 1, 2018, after a competitive procurement process, the Arizona Department of Administration entered into the State Procurement Office Contract No. CTR030637, with Contractor (“**Base Agreement**”), to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A** and the terms of the Base Agreement are incorporated herein by reference, to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. Town 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 Base Agreement, and Contractor desires to enter into this Agreement to provide such supplies and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, Contractor and Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

- 1.1. Contractor shall provide Town the supplies and/or services, generally described as cubical furniture design and installation, and more particularly identified in the Quotation #2221-199 (“**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by this reference.

- 1.2. Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. As used in this Agreement, all references to the State Procurement Office (State) in the Base Agreement shall mean the Town of Paradise Valley, Arizona.
- 1.3. Contractor shall comply with all Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms set forth in **Exhibit B**. The total compensation for the supplies or services purchased under this Agreement shall not exceed \$75,000.
3. Contract Term and Renewal.
 - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 30, 2022 or until project completion, whichever comes first, unless terminated, cancelled, or extended as otherwise provided in this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including without limitation, the requirement to name Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance and formal endorsements issued by Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.
7. Cancellation for Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,

an Arizona municipal corporation:

By: _____
Jill Keimach, Town Manager

**EDUCATIONAL FURNISHINGS OF
ARIZONA LLC**

an Arizona Limited Liability Company:

By: _____

Name: _____

Title: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

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FURNITURE, PRODUCTS AND SERVICE

**EXHIBIT A
COOPERATIVE PURCHASING AGREEMENT**

(See attached: Furniture, Products and Service, ADSPO18-211723 Contract No. CTR030637, September 1, 2018)

**LINKING AGREEMENT
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EDUCATIONAL FURNISHINGS OF ARIZONA LLC
FURNITURE, PRODUCTS AND SERVICE

**EXHIBIT B
SCOPE OF WORK AND PRICING**

**LINKING AGREEMENT
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EDUCATIONAL FURNISHINGS OF ARIZONA LLC
FURNITURE, PRODUCTS AND SERVICE

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Lisa Collins, Community Development Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253