

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Arizona Gym Floors, LLC**

**C-11325
11/17/2016**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ~~17~~ ¹⁷ day of ~~November~~, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Arizona Gym Floors, a Limited Liability Company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 5, 2015, under the Mohave Cooperative Purchasing Agreement, the Mohave Educational Services Cooperative, Inc. entered into a contract with Contractor to purchase the goods and services described in the Contract #14U-GYM-0205 ("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 supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was February 5, 2015, until the date the contract expires on February 5, 2017, 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 February 5, 2020. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until February 5, 2017. The City Manager or designee, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on February 5, 2020. 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 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 Four Thousand Five Hundred dollars (\$4,500) annually or Four Thousand Five Hundred dollars (\$4,500) for the entire term of the Agreement (initial term plus any renewals).

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. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a PCI-DSS attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. 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 Jackie Anderson
Glendale, Arizona 8530
623-930-

and

Arizona Gym Floors, LLC
c/o Floyd Shelton
President
11058 E. Onyx Court
Scottsdale, AZ 85259

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:



Erik Strunk
Director

"Contractor"

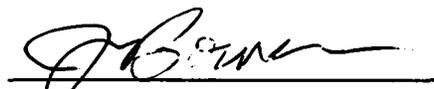
Arizona Gym Floors, LLC,
a Limited Liability Company

By:



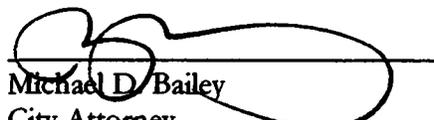
Name: Floyd Shelton
Title: President

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

Offer and Acceptance Form

Place after Tab 1a

IFB 14U-1114

Gym, Stage, Multi-Purpose Room and Sports Floors (New, Repair and Restoration)

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 56-2431290 _____

Company Name Arizona Gym Floors, LLC _____

Address 11058 E. Onyx Court _____ City Scottsdale _____ State AZ. _____ Zip 85259 _____

Telephone Number 480-361-5494 _____ Fax 888-715-0704 _____

Printed Name Floyd Shelton _____ Title **President** _____

Primary Email floyd@azgymfloors.com _____ Alternate email floyd@arizonagymfloors.com _____

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

Authorized Signature Floyd Shelton _____

The offer and acceptance form should be submitted with a signature by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations, or other modifications in bid. Failure to sign the bid and contract award document, or to make other notations as indicated, may result in rejection of bid.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, and amendments.

This Contract shall be referred to as Contract Number 14U-GYM-0205

Awarded this 16th day of December 2014.

This contract shall be effective this 5th day of February 2014. 2015^e

Julia E. Tribbett
Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.



1/8/2016

Extension of Contract (Page 1 of 3)

Floyd Shelton
Arizona Gym Floors, LLC
11058 E. Onyx Court
Scottsdale, AZ 85259

RE: Contract # 14U-GYM-0205 Extension Agreement made by and between Arizona Gym Floors, LLC and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 14U-GYM-0205 for a period of one (1) year, beginning 2/5/2016. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Arizona Gym Floors, LLC agrees to provide products or prices as per 14U-1114.

We desire to extend the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature Floyd Shelton Title PRESIDENT
Typed/Printed Name FLOYD SHELTON Date 1/28/2016

Please check the information below.

POs Att: Order Desk
Arizona Gym Floors, LLC
11058 E. Onyx Court
Scottsdale, AZ 85259

Remit to: Arizona Gym Floors, LLC
Accounts Receivable
11058 E. Onyx Court
Scottsdale, AZ 85259

Member Contact: Floyd Shelton
Contract Administrator: Floyd Shelton
Phone Number: 480-361-5494
Fax Number: 888-715-0704

If both pages of this notice are not received at Mohave's Kingman office on or before 2/5/2016, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 14U-GYM-0205 effective 2/5/2016, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing Fixed. Please confirm the following regarding pricing under your contract:

- Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 02/05/2017.
- Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

X We will provide new price lists/catalog by 1/29/2016. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:



If you wish to revise or update the information, keep the following key points in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector file, a large hi-resolution (approx. 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email mike@mesc.org or phone <<csInfo::csphone>>.



**Mohave Contract
14U-GYM-0205**

**Arizona Gym Floors, LLC
Via Email**

September 6, 2016

Agreement To Amend the Terms and Conditions for Certification

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation that went into effect August 6, 2016, Mohave is amending its existing contracts. This law "*prohibits public entities from entering into contract with a company to acquire or dispose of services, supplies from information technology or construction, unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.*"

The Terms and Conditions of your contract have been modified as follows:

2. CERTIFICATION

By signing the amendment below, offeror certifies the following:

- Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.

Floyd Shelton

Floyd Shelton
Arizona Gym Floors, LLC

Dated 9-7-2016

Anita McLemore

Dated September 6, 2016
Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.





Mohave Contract
14U-GYM-0205

Arizona Gym Floors, LLC
Via Email

June 14, 2016

Agreement To Amend The Standard Terms And Conditions for Construction; Performance And Payment Bonds

Mohave Educational Services Cooperative, Inc.'s (Mohave) previous contract requirements for payment and performance bonding included reference to statute, title, and/or rules, and specific vendor actions, and acknowledgment from the member when waiving performance and payment bonding. However, these requirements may not be applicable to all members. This amendment replaces the previous requirements in the Special Terms and Conditions regarding issuing performance and payment bonds. The Special Terms and Conditions have been modified as follows:

11 . PERFORMANCE AND PAYMENT BONDS

- 11.1. Issuing performance and payment bonds:** It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be canceled.

- 11.2. Payment bond requirement:** An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

- 11.3. Performance bond requirement:** An irrevocable performance bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona.

This agreement shall be effective July 1, 2016. Signature below indicates agreement to modifications as listed above.

Handwritten signature of Floyd Shelton in black ink.

Dated 6-14-2016

Floyd Shelton
Arizona Gym Floors, LLC

Handwritten signature of Anita McLemore in black ink.

Dated June 14, 2016

Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Arizona Gym Floors, LLC**

EXHIBIT A
Contract # 14U-GYM-0205
See Attached

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Arizona Gym Floors, LLC**

**EXHIBIT B
Scope of Work**

PROJECT

Sanding down to bare wood and applying two coats of oil modified sealer and two coats of oil modified Finish of the fitness room flooring in the Glendale Adult Center.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
Arizona Gym Floors, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

\$3,552.50

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 \$4,500 annually or \$4,500 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached.