



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**CS09-169**

**1. Agenda Item Number:**

**27**

**2. Council Meeting Date:**

February 12, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** January 9, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Community Services

**5. SUBJECT:** Approval of a one-year extension Agreement No. CS8-915-2526 for NEC Telephone System Maintenance/Equipment to Design Business Communications, Inc., dba American Telephone in an amount not to exceed \$60,936.00.

**6. RECOMMENDATION:** Recommend approval of a one-year extension Agreement No. CS8-915-2526 for NEC Telephone System Maintenance/Equipment to Design Business Communications, Inc., dba American Telephone in an amount not to exceed \$60,936.00.

**7. HISTORICAL BACKGROUND/DISCUSSION:** In February 2008 Council awarded a one-year agreement with six one-year optional extensions for the maintenance and support of the telephone system and all related components including all parts and labor. Service will be provided seven days a week, twenty-four hours a day, with a maximum two hour response time for emergency and twenty four hour response time for non-emergency outages. The contract amount of \$60,936.00 is comprised of \$45,936.00 for basic maintenance and support functions and \$15,000.00 for unforeseen repairs billed at a cost of \$75.00 per hour. The contract also includes a purchasing provision that enables the city to acquire equipment for upgrades and additions. The cost of that equipment would be in addition to the amount of this contract.

**8. EVALUATION PROCESS:** A one-year agreement (CS8-915-2526) with six one-year optional extensions were awarded to Design Business Communications, Inc., dba American Telephone to provide the services described above. The one-year agreement expires February 28, 2009 and staff is requesting a one-year extension. The vendor has agreed to extend the contract with no price increase.

**9. FINANCIAL IMPLICATIONS:** Funds for NEC Telephone System Maintenance/Equipment will be from each cost center's telephone non-toll account (5511). The amount charged to each cost center will be prorated based on the number of telephones each area currently has.

**10. PROPOSED MOTION:** Move to approve a one-year extension Agreement No. CS8-915-2526 for NEC Telephone System Maintenance/Equipment to Design Business Communications, Inc., dba American Telephone in an amount not to exceed \$60,936.00, per staff recommendation.

**APPROVALS**

**11. Requesting Department**

Kris Kircher, Parks & Grounds Maint. Manager

**12. Department Head**

Mark M. Eynatten, Community Services Director

**13. Procurement Officer**

Glenda Shackelford, CPPB

**14. City Manager**

W. Mark Pentz

AMENDMENT NUMBER ONE,  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
DESIGN BUSINESS COMMUNICATIONS, INC. DBA AMERICAN TELEPHONE  
FOR NEC TELEPHONE SYSTEM MAINTENANCE AND EQUIPMENT  
AGREEMENT NO. CS8-915-2526

This Amendment #CS8-915-2526 to that certain Agreement Between the City Of Chandler (CITY) and Design Business Communications, Inc. dba American Telephone (CONTRACTOR) for NEC Telephone System Maintenance and Equipment dated February 1, 2008, and is entered into this            day of            , 2009.

WHEREAS, a one year agreement with six additional one year renewal options was awarded to Design Business Communications, Inc. dba American Telephone for NEC Telephone System Maintenance and Equipment . This is the first renewal option.

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, March 1, 2009 through February 28, 2010,
2. Attached "Contractor Immigration Warranty" documents shall be incorporated as Exhibit C. **Section 2.4. Compliance with Applicable Laws** of agreement is amended to add the following language,
  - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
  - 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
  - 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
  - 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
  - 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include

construction or maintenance of any structure, building or transportation facility or improvement to real property.

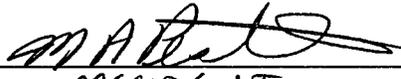
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.
- 3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

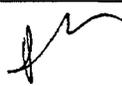
CITY OF CHANDLER:

By: \_\_\_\_\_

CONTRACTOR:

By:   
Title: PRESIDENT

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

ATTEST:  
\_\_\_\_\_  
City Clerk

ATTEST: (If corporation)  
  
Secretary

WITNESS: (If individual or Partnership)  
\_\_\_\_\_

[SEAL]

**EXHIBIT C**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

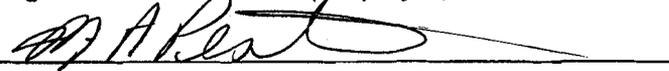
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

|  |                  |                        |
|--|------------------|------------------------|
| <b>Contract Number: CS8-915-2526</b>   |                  |                        |
| <b>Name (as listed in the contract): Design Business Communications, Inc. dba American Telephone</b> |                  |                        |
| <b>Street Name and Number: 7363 E. Tierra Buena Lane, Suite 140</b>                                  |                  |                        |
| <b>City: Scottsdale</b>  | <b>State: AZ</b> | <b>Zip Code: 85260</b> |

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**



Printed Name: MA. PESTANO

Title: PRESIDENT

Date (month/day/year): 1-22-09