



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**18**

**2. Council Meeting Date:**

June 25, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** June 11, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Police

**5. SUBJECT:** Approve extension of an agreement for Communication Equipment Maintenance with Motorola, Inc. in an amount not to exceed \$90,920.

**6. RECOMMENDATION:** Recommend approval of an extension of an agreement for Communication Equipment Maintenance with Motorola, Inc. in an amount not to exceed \$90,920.

**7. HISTORICAL BACKGROUND/DISCUSSION:** In December 1987, Council approved Motorola, Inc. as a sole source vendor of radio equipment to replace the existing radio system at that time. Because of the proprietary of the software infrastructure, Motorola Inc. is the only authorized service center to provide service and maintenance on the equipment and software. It is essential that maintenance be provided by Motorola, Inc. to ensure the equipment is maintained at the highest level possible because of the critical nature of public safety.

**8. EVALUATION PROCESS:** In June 2007, a one year contract with four (4) one year renewal options for communication equipment maintenance was awarded to Motorola, Inc. The contract expires June 30, 2009 and staff is requesting a one-year extension. The contract includes all labor, parts and equipment necessary to provide maintenance for communication equipment covered under the contract. Service is provided seven days a week, twenty-four hours a day. Equipment may be added or deleted as necessary during the contract term. The price includes appropriate sales tax.

**9. FINANCIAL IMPLICATIONS:**

<u>Account String</u>	<u>Description</u>	<u>Amount</u>
215.3300.0000.5412.000000	Highway User Revenue Fund, Streets, Communication Equipment Repairs & Maintenance	\$3,328
215.3330.0000.5412.000000	Highway User Revenue Fund, Traffic Engineering, Communication Equipment Repairs & Maintenance	\$1,868
625.3700.0000.5414.000000	Solid Waste Operating Fund, Solid Waste Services, Motor Vehicles Repairs & Maintenance	\$1,518
101.2060.0000.5412.000000	General Fund, Police Communications, Communication Equipment Repairs & Maintenance	\$84,206

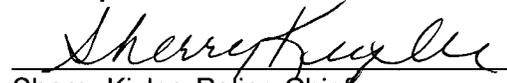
**10. PROPOSED MOTION:** Move to approve extension of an agreement for Communication Equipment Maintenance with Motorola, Inc. in an amount not to exceed \$90,920.

**APPROVALS**

**11. Requesting Department**

**12. Department Head**

  
Joe Gaylord, Assistant Police Chief

  
Sherry Kiyler, Police Chief

**13. Procurement Officer**

**14. City Manager**

  
Glenda Shackelford, CPPB

  
W. Mark Pentz

**AMENDMENT NUMBER TWO  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER &  
MOTOROLA, INC. FOR COMMUNICATION EQUIPMENT MAINTENANCE SERVICES**

This Amendment No. Two (2) to that certain Agreement Between the City Of Chandler (CITY) and Motorola, Inc. (CONTRACTOR) for Communication Equipment Maintenance Services dated June 14, 2007, and is entered into this            day of            , 2009.

WHEREAS, the contract expires June 30, 2009.

WHEREAS, the contract has provisions to extend up to five additional terms of one year each.

NOW THEREFORE, the parties agree as follows:

1. Section 5, Term, is hereby amended to extend the contract one year beginning July 1, 2009 terminating on June 30, 2010.
2. Exhibit B is replaced with the attached revised Exhibit B equipment/price list and the annual price is amended to be \$90,920.42
3. Attached as Exhibit A to this Amendment is the "Contractor Immigration Warranty" described in Paragraph 2.4.1. of this Amendment which is to be executed by Contractor at the time of execution of this Amendment.
4. 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.
- 5. 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: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *[Signature]*

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR:

By: *[Signature]*  
Title: CUSTOMER SUPPORT MGR

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL]

**EXHIBIT A**

**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.

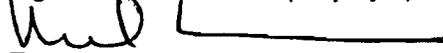
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number:</b>		
<b>Name (as listed in the contract):</b> Motorola, Inc.		
<b>Street Name and Number:</b> 1303 E. Algonquin Road		
<b>City:</b> Schaumburg	<b>State:</b> IL	<b>Zip Code:</b> 60196

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:** MIGUEL LOMBANA

**Title:** CUSTOMER SUPPORT MGR

**Date (month/day/year):** 6/11/09

**REVISED EXHIBIT B  
PRICING**

CLIN	Qty	Model/Option	Description	Monthly Ext	Extended
			***** Recurring Services *****		
-		SVC01SVC1102 C	DISPATCH SERVICE		
	1	SVC248AA	ENH: DATATAC 2.02 SITE	\$39.75	\$477.00
	2	SVC249AA	ENH: DATATAC 2.02 STATION	\$13.50	\$162.00
	1	SVC240AA	ENH: SMARTNET SITE	\$55.55	\$666.60
	1				
	4	SVC241AA	ENH: SMARTNET STATION	\$94.50	\$1,134.00
-		SVC01SVC1104 C	TECHNICAL SUPPORT SERVICE		
	1	SVC135AA	ENH: SMARTNET SITE	\$16.00	\$192.00
	1				
	4	SVC136AA	ENH: SMARTNET STATION	\$129.50	\$1,554.00
	2	SVC144AA	ENH: DATATAC 2.02 STATION	\$18.50	\$222.00
	1	SVC147AA	ENH: SMARTNET SYSTEM	\$55.00	\$660.00
		SVC01SVC1220 C	DISPATCH SERVICE		
	1	SVC242AC	ENH: DISPATCH CENTER LOCATION	\$0.00	\$0.00
-		SVC01SVC1220 C	RADIO REPAIR SERVICE (RSA)		
	2				
	5				
	0	SVC27AA	ENH: XTS5000	\$1,050.00	\$12,600.00
	6				
	3	SVC436AA	ENH: RADIO REPAIR ENCRYPTED RADIO	\$94.50	\$1,134.00
	6	SVC495AB	XTL5000 - MOBILE	\$37.20	\$446.40
	6				
	3	SVC495AB	XTL5000 - MOBILE	390.60	\$4,687.20
		SVC01SVC1410 C	ONSITE INFRASTRUCTURE RESPONSE		
	2	SVC218AA	SITES	\$200.00	\$2,400.00
	2				
	0	SVC219AA	STATION(S)	\$900.00	\$10,800.00
	8	SVC220AA	OPERATOR POSITIONS	\$320.00	\$3,840.00
	8	SVC223AA	CONTROL STATIONS	\$100.00	\$1,200.00
	1	SVC986AA	DISPATCH CENTER LOCATION	\$0.00	\$0.00
	1	SVC987AA	CENTRAL ELECTRONICS BANKS (CEB)	\$45.00	\$540.00
		SVC01SVC1420 C	SP - LOCAL INFRASTRUCTURE		
	8		REPAIR CLASSIC CRT CONSOLE	\$307.68	\$3,692.16
	1		BI-DIRECTIONAL AMPLIFIER	\$38.46	\$461.52
	1		SMARTNET CONTROLLER	\$115.38	\$1,384.56
	8		CONTROL STATION	\$98.48	\$1,181.76
	1				
	0		SMARTNET STATION	\$538.50	\$6,462.00
	2		DATATAC STATION	\$107.70	\$1,292.40
	1		RNC3000	\$138.46	\$1,661.52
	8		CONVENTIONAL STATION	\$430.80	\$5,169.60
	1		CENTRAL ELECTRONICS BANK (CEB)	\$78.92	\$923.04
		SVC01SVC1423 C	LOCAL RADIO SUPPORT SERVICE		

	2				
	5				
	0	ENH: XTS5000	EHN: XTS5000	\$1,375.00	\$16,500.00
	6				
	9	SVC587AB	XTL5000 - MOBILE	\$241.50	\$2,898.00
				<b>Total</b>	<b>\$7,028.48</b>
				<b>Taxes 7.8%</b>	<b>\$6,578.66</b>
				<b>Grand Total</b>	<b>\$7,278.33</b>
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.					