



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

CS10-004

1. Agenda Item Number:

18

2. Council Meeting Date:

August 27, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: July 14, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Extend a one-year service agreement with 3M for security detection systems, selfcheck units, discharge workstations, and software at the Downtown, Hamilton, Sunset, and Basha Library branches in an amount of \$61,647.

6. RECOMMENDATION: Recommend approval of a one-year extension for a service agreement with 3M for security detection systems, selfcheck units, discharge workstations, and software at the Downtown, Hamilton, Sunset and Basha Library branches in an amount of \$61,647.

7. HISTORICAL BACKGROUND/DISCUSSION: 3M produces and maintains exclusive maintenance and service for all the security detection, materials flow management, and radio frequency identification (RFID) systems used in the Chandler libraries. Security detection devices include gates at each library that detect the presence of security markers in books and audiovisual materials, thereby preventing theft. Material flow management devices include selfcheck stations at each library that allow patrons to efficiently check-out materials through self-service; staff-managed check-in stations at each library that help staff efficiently process returned materials; and staff-managed check-out stations at each library that facilitate staff-customer transactions. RFID systems are built into all of the above equipment, providing more rapid and efficient workflow. The radio frequency detectors operate over a larger volume of space and more quickly than optical scanning (barcode) technology. In addition, each library has hand-held RFID readers that assist with inventory control and allow staff to scan items on the shelves without physically handling the items.

8. EVALUATION PROCESS: In October 2006, Council approved a one-year service agreement with four (4) one-year optional extensions with 3M for security detection systems, selfcheck units, discharge workstations, and software at the Downtown, Hamilton, Sunset and Basha Library branches. The agreement was extended for one year in July 2007 and July 2008 and staff is requesting a third one-year extension, which includes a 2.9% increase, for the period October 1, 2009 through September 30, 2010.

9. FINANCIAL IMPLICATIONS:

Cost: \$61,647

Acct. No.:

101.4310.0000.5419

217.4310.0000.5419.LB5025

Fund:

General Fund

Intel Library Grant

Funds:

\$50,000

\$11,647

10. PROPOSED MOTION: Move to approve a one-year extension for a service agreement with 3M for security detection systems, selfcheck units, discharge workstations, and software at the Downtown, Hamilton, Sunset and Basha Library branches in an amount of \$61,647.

APPROVALS

11. Requesting Department

[Signature of Dan Lee]

Dan Lee, Assistant Library Manager

12. Department Head

[Signature of Mark M. Eynatten]

Mark M. Eynatten

13. Procurement Officer

[Signature of Kristy Garcia]

Kristy Garcia, CPPB

14. City Manager

[Signature of W. Mark Pentz]

W. Mark Pentz

AMENDMENT NUMBER THREE,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
3M
FOR SERVICE AGREEMENT FOR SECURITY DETECTION SYSTEMS

This Amendment #Three to that certain Agreement Between the City Of Chandler (CITY) and 3M for Service Agreement for Security Detection Systems dated awarded October 26, 2006, is hereby amended as follows:

WHEREAS, on October 26, 2006, City Council awarded a one year sole source contract with 3M, with four one year optional extensions to provide a service agreement for the Library's Security Detection Systems. The agreement was extended one year in August 2007 and one year in August 2008.

NOW THEREFORE, the parties agree as follows:

1. Term is amended to extend the agreement for one year for the period October 1, 2009, through September 30, 2010 in the amount of Sixty One Thousand Six Hundred and Forty-Seven Dollars (\$61,647).
2. Attached "Contractor Immigration Warranty" documents shall be incorporated as Exhibit B. **Section 15, Compliance with Applicable Laws** of Agreement is added with the following language,
 - A. 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").
 - B. A breach of the Contractor Immigration Warranty (Exhibit B) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
 - C. 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.
 - D. 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.
 - E. 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.

F. In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

G. 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 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

ATTEST:

City Clerk

CONTRACTOR:

By: _____
Title: Contract Administrator

ATTEST: (If corporation)

See Attached
Secretary

WITNESS: (If individual or Partnership)

EXHIBIT B

**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.

Contract Number: Security Detection Systems			
Name (as listed in the contract): 3M			
Street Name and Number: PO Box 33900			
City: St. Paul	State: MN	Zip Code: 55133-3900	

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: Mary Zillus

Title: Contract Administrator

Date (month/day/year): 7/15/09

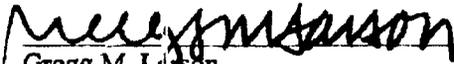
POWER OF ATTORNEY

3M Company, a Delaware corporation with its principal place of business in St. Paul, Minnesota ("3M") appoints James S. Anderson, 3M's Director of Government Contract Compliance, with authority to sub-delegate all or a portion of the authority granted herein to other employees of 3M or its designated subsidiaries, as its true and lawful attorney-in-fact for it, and in its name, to do all acts necessary to execute on behalf of 3M, all proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, for commercially-available products and services and government-unique products and services (except research and development services) for which 3M will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States.

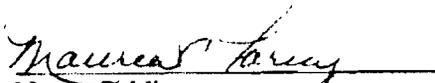
This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M.

The undersigned has signed this Power of Attorney on this 25th day of June, 2007.

3M Company


Gregg M. Larson
Deputy General Counsel and Secretary

Subscribed and sworn to before me
this 25th day of June, 2007.


Notary Public

POWER OF ATTORNEY

By the authority granted the undersigned by the Deputy General Counsel and Secretary, the individuals listed below are appointed as 3M's, or its designated subsidiaries', true and lawful attorneys-in-fact for it, and in its name, for commercially-available products and services and government-unique products and services (except research and development services¹) for which 3M or its designated subsidiaries will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States, to do acts specified on behalf of this Corporation.

(a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, excluding certifications, representations and warranties to comply with certain laws or regulations² (hereafter referred to as "certifications"), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated.

Authority for the below individuals applies to the specific Business Unit or staff function indicated, subject to the limitations imposed by their respective General Manager/Vice President or equivalent.

- Medical Division
Melanie J. Zahler
- Health Care Service Support
William C. Bollenbeck
- Track and Trace Solutions
Nicole A. Christoperson
Catherine J. LeClair
John W. Lehman
David A. Poinon
John F. Sebastian
Mary K. Zilles
- Protection Systems Department
Micki A. Summers
- Aerospace and Aircraft Maintenance Department
Perry M. Canniff
- Optical Systems Division
Linda S. Thalhuber
- Office Supplies Division
Malcolm P. West
- Traffic Safety Systems Division
John P. Benz
Matthew J. Bignell
Richard J. LaClair
Daniel F. Moran
John N. Morris
Robert J. Schouveler
- Electrical Markets Division
Timothy A. Koenig
- Industrial and Adhesive Tapes Division
Authority for the below individual(s) applies to Federal Supply Schedule contracts only:
Perry M. Canniff
- 3M Health Information Systems Inc.
Thomas T. Anastasio
Heather E. Bertotti
Garri L. Garrison
Marvin K. Johnson
Wayne W. Little
Terri G. McCubbin
James R. McDonough
Lisa M. Black
Jaelynn C. Williams
- Electronics Markets Materials Division
Joseph F. Koch
- Security Systems Division
Ella M. Schiralli

Authority for the below individuals applies to any Business Unit or staff function.

- Government Markets
Karen A. Kindem
Laurie A. Patrick
- Intl. Business Development
Charles E. Burch
Paul H. Sander
- Office of General Counsel
Richard N. Kuyath
- Government Contract Compliance
Michelle C. Audette-Williams
Richard J. Bordaas
Elizabeth A. Grimes

¹ Authority to submit proposals and sign contracts for research and development services is managed by the Executive Vice President & Chief Technology Officer for Research & Development.

² Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.

(b) To make certifications, except Country of Origin certifications, the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated, except certifications made by other attorneys-in-fact listed in paragraph (a) may be authorized in writing by one of the individuals listed in paragraph (b) after a determination by one of the individuals in paragraph (b) that such certification is valid. Unfamiliar certifications must be cleared with the Government Contract Compliance department prior to execution.

Authority for the below individuals applies to the specific Business Unit or staff function indicated.

- Traffic Safety Systems Division
John P. Benz
Matthew J. Bignell
Richard J. LaClair
Daniel F. Moran
John N. Morris
Robert J. Schouvelier
- Aerospace and Aircraft Maintenance Department
Perry M. Canniff
- Track and Trace Solutions
Nicole A. Christopherson
Mary K. Zilles
- Industrial and Adhesive Tapes Division
Authority for the below individual(s) applies to Federal Supply Schedule contracts only:
Perry M. Canniff

Authority for the below individuals applies to any Business Unit or staff function.

- Government Contract Compliance
Michelle C. Audette-Williams
Richard J. Bordes
- Office of General Counsel
Richard N. Kuyath
- Government Markets
Karen A. Kindem
Laurie A. Patrick

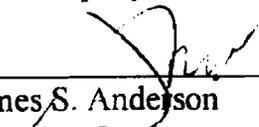
(c) To make Country of Origin certifications, the following attorney(s)-in-fact are hereby appointed:

- Office of General Counsel
Richard N. Kuyath
- Trade Compliance Department (authority may be sub-delegated in writing)
Doug G. Whitman

For all appointments, authority ceases or may be subsequently modified upon the individual's change in business unit, staff group or responsibilities, or when employment is terminated. Authority may be withdrawn or modified at any time.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M. The undersigned has signed this Power of Attorney on this 21st day of June, 2009.

3M Company

By 
James S. Anderson
Director, Government Contract Compliance