

**CITY CLERK
ORIGINAL**

**C-10281
09/25/2015**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *25* day of *September*, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Creative Communications Sales & Rentals, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On November 29, 2012, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Installation Repair of Two Way Radios Contract, Solicitation No. ADSPO13-036833, which is attached hereto as Exhibit A. The State of Arizona permits its cooperative use by other governmental agencies including the City. The Installation Repair of Two way Radios, Solicitation No. ADSPO13-036833 is hereinafter referred at as the Cooperative Purchasing Agreement.
- 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 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 the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was November 29, 2012, until the date the contract expires on November 28, 2016, 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 extend the contract beyond November 28, 2017. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until November 28, 2016. The City, however, may renew the term of this Agreement for 1 one-year period until the Cooperative Purchasing Agreement expires on November 28, 2017. 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 a one-year 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 C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty seven thousand five hundred dollars (\$37,500).

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. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. 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 Bill Sterling
6210 W Myrtle Ave Suite 111
Glendale, Arizona 85301
623-930-2619

and

Creative Communications Sales & Rentals, Inc.
c/o Jacqueline S Bals *Weisenburger*
Chief Operating Officer
3332 E. Broadway Road
Phoenix, AZ 85040

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

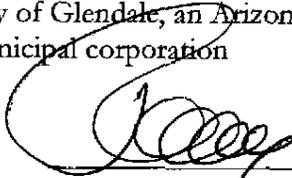
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

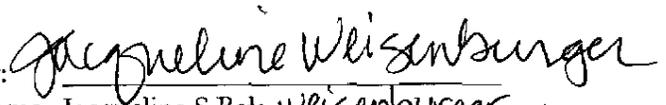
Creative Communications Sales & Rentals,
Inc., an Arizona Corporation

By:



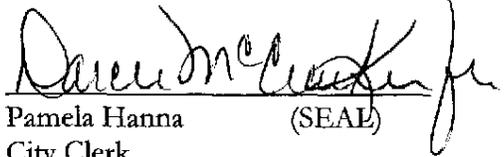
Richard A. Bowers
Acting City Manager

By:



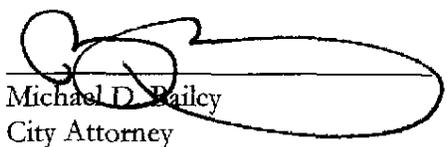
Name: Jacqueline S Bals *Weisenburger*
Title: Chief Operating Officer *JSW*

ATTEST:



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

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AND
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.**

EXHIBIT A

State of Arizona Contract No. ADSP013-036883 - Installation Repair of Two Way Radios

State of Arizona - Master Blanket



Master Blanket Purchase Order ADSP013-036883

Header Information

Purchase Order Number:	ADSP013-036883	Release Number:	0	Short Description:	Two-Way Radio
Status:	3PS - Sent	Purchaser:	Suzi Williams	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	11/29/2012 02:23:51 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0				
Print Dest Detail:	If Different				

Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	Yes
Contact Instructions:	Suzi.Williams@azdoa.gov	Tax Rate:		Actual Cost:	\$0.00

Master Blanket/Contract End Date (Maximum): 11/28/2017 11:59:59 PM

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:

Attachments: [PO Terms & Conditions, Two-Way Radio RFP-1.pdf](#), [Two-Way Radio Procurement file-1.zip](#), [Change Order Summary 2 - ADSP013-036883.pdf](#), [Creative Commun COI - Expires 5.1.14-1.pdf](#), [Offer and Acceptance ADSP013-036883.pdf](#), [Change Order Summary 3 - ADSP013-036883.pdf](#), [Impact Price Catalog - Informational Guide.pdf](#), [Change Order Summary 4 - ADSP013-036883.pdf](#), [Catalog and Pricing-Creative Communication 2.6.14.zip](#), [Change Order Summary No .5 ADSP013-036883.doc](#), [COI - Expires 5.1.2015.pdf](#)

Primary Vendor Information & PO Terms

Vendor:	9000001391 - CREATIVE COMMUNICATIONS SALES AND RENTALS INC Jacki Bals 3332 E. Broadway Rd. Phoenix, AZ 85040 US Email: jacki.bals@creativecom.com Phone: (602)955-8405 FAX: (602)955-1049	Payment Terms:	Net 30	Shipping Method:	Best Way
		Shipping Terms:	As Specified	Freight Terms:	Freight Prepaid and Charged Back

PO

	Offer and Acceptance		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP013-00002133	PAGE 3	
	OFFEROR: Creative Communications Sales and Rentals, Inc.	OF 67	

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

██████████

Federal Employer Identification No.:

██████████

E-mail: Jacki.Bals@creativecom.com
 Phone: 602-955-0405
 Fax: 602-955-1049

Creative Communications Sales and Rentals, Inc.
 Company Name
3332 E. Broadway Road
 Address
Phoenix Arizona 85040
 City State Zip


 Signature of Person Authorized to Sign Offer
Jacqueline S. Bals
 Printed Name
Chief Operating Officer
 Title

By signature in the Offer section above, the Offeror certifies:

- The submission of the Offer did not involve collusion or other anticompetitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- The Offeror certifies that the above referenced organization X IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
- In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.
 The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.
 This Contract shall henceforth be referred to as Contract No. ADSP013-036883. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
 Awarded this 29th day of NOVEMBER 2013

 Procurement Officer



Special Terms and Conditions

Solicitation No.: ADSP013-00002133

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Description: Two-Way Radios

OF
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State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

2.2 The State's primary contact for this solicitation and result contracts shall be:

James U. Reeves, Sr. Procurement Specialist
State of Arizona, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007
Phone: (602) 542-9121
Fax: (602) 542-5508
Email: james.reeves@azdoa.gov

2.3 Contract Document. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

2.4 Contract Type. Hourly Rate, Firm Fixed Price. Individual Task Assignments shall be awarded on a specific project basis in accordance with the terms of this Contract.

* 2.5 Term of Contract. The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

* 2.6 Contract Extension. The initial contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.

2.7 Estimated Usage. The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

2.8 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

2.9 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

2.10 Cancellation. The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract including but not limited to:

2.10.1 Providing personnel that do not meet the requirements of the contract or attempting to impose on the State, personnel of unacceptable quality,

2.10.2 Failure to perform adequately the services required in the contract or

2.10.3 Any action or inaction that is in violation of EPA, OSHA or any applicable regulation.

3. **ADMINISTRATIVE FEE / USAGE**

3.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp. At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

	Contract Change Order Summary		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO13-036883		
	Change Order No.: 11	Date: June 4, 2016	

1. In accordance with Special Terms and Conditions Paragraph 2.6, Contract Extension, the above mentioned contract is hereby amended as follows:

The Contract Term is hereby extended through November 28, 2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



Contract Change Order Summary

Contract No.: ADSPO13-036883

Change Order No.: 6

Date: August 1, 2014

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

Two-Way Radio

CREATIVE COMMUNICATIONS SALES AND RENTALS INC

1. In accordance with Special Terms and Conditions Paragraph 2.6, Contract Extension, the above mentioned contract is hereby amended as follows:
 - a. The term of the contract shall be extended an additional twelve (12) months through November 28, 2015.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



Contract Change Order Summary

Contract No.: ADSP013-036879

Change Order No.: 3

Date: August 1, 2014

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

Two-Way Radio

Wecom Inc

1. In accordance with Special Terms and Conditions Paragraph 2.6, Contract Extension, the above mentioned contract is hereby amended as follows:
 - a. The term of the contract shall be extended an additional twelve (12) months through November 28, 2015.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



MOTOROLA SOLUTIONS

May 18, 2015

Creative Communications
3332 E. Broadway Road
Phoenix, AZ 85040

This letter represents that Creative Communications currently may use the following Motorola subcontractor service status designations while acting as a subcontractor to Motorola on a service contract:

Motorola Service Elite Specialist

As a Motorola Service Elite Specialist, Creative Communications may, while acting as a Motorola subcontractor, perform maintenance, installation and warranty services for select Motorola products such as two-way radio systems, consoles, and subscriber units. Creative Communications has the following authorized service locations:

Phoenix, AZ Tucson, AZ Flagstaff, AZ Lake Havasu City, AZ Bullhead City, AZ

Being a Motorola Service Specialist means that Creative Communications meets Motorola's high level of service requirements including compliance with Motorola's internal Environmental Health and Safety policy. In addition, Motorola requires that a minimum number of a Service Partner's technicians achieve certification and meet rigorous training requirements necessary to perform certain services on both new and existing Motorola radio systems and subscribers.

Creative Communications is also authorized to perform warranty repair services at the locations listed above. As such, Creative Communications can, while acting as a Motorola subcontractor, perform warranty services for only those two-way radio products it is authorized by Motorola to resell.

Please note that the Motorola Service Specialist designation expires on 12/31/2015 at which time it will be reviewed by Motorola.

Also please note that this designation is internal to Motorola and is only intended for use by Motorola to differentiate between its service subcontractors. The designation applies only when Motorola Service Elite Specialists are performing work under the direct supervision of Motorola as a subcontractor with access to Motorola technical support, and Motorola makes no representations about and accepts no responsibility for the ability or performance of such Service Elite Specialists when these entities are acting independently. This designation does not prohibit any Service Elite Specialist from offering independent services to a customer.

If you have any additional questions, please do not hesitate to contact me.

Sincerely,


Greg Gallagher
Central Service Partner Program
Telephone: 847-576-1616
Email: jcm748@motorolasolutions.com

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EXHIBIT B

Rate Sheet - See Attachment

Contract#: **ADSP013-036883**
Creative Communications
State of Arizona, Two-Way Radio Contract
Contract Term, annual: 11/29/14 – 11/28/15 (1-yr extensions through 11/29/17)

- Group 1: Analog & Digital Vehicular Mounted Mobile Radios**
- Main Line Radio Discount: 38% off of list
 - Accessories and Order Options: 15% off of list
 - Repair Parts: 10% off of list
 - Service Repair: \$90.00/hour
- Group 3: Desktop, Analog & Digital Base Radios**
- Main Line Radio Discount: 38% off of list
 - Accessories and Order Options: 15% off of list
 - Repair Parts: 10% off of list
 - Service Repair: \$90.00/hour
- Group 4: Analog & Digital Portable Radios**
- Main Line Radio Discount: 38% off of list
 - Accessories and Order Options: 15% off of list
 - Repair Parts: 10% off of list
 - Service Repair: \$90.00/hour
- Group 6: Analog & Digital Base/Mobile Relay Station Fixed Radio (repeaters)**
- Main Line Radio Discount: 32% off of list
 - Accessories and Order Options: 15% off of list
 - Repair Parts: 10% off of list
 - Service Repair: \$90.00/hour
- Group 8: Fixed Link Base Radios**
- Main Line Radio Discount: 25% off of list
 - Accessories and Order Options: 10% off of list
 - Repair Parts: (no bid, no contract)
 - Service Repair: \$90.00/hour
- Group 9: Low Power, Vehicular Repeater**
- Main Line Radio Discount: 35% off of list
 - Accessories and Order Options: 15% off of list
 - Repair Parts: (no bid, no contract)
 - Service Repair: \$90.00/hour

Items NOT on Creative's state contract, and must be bid as MR:

- Group 2: Mobile Data Radio, Vehicular Mounted (no bid, no contract)
- Group 5: Motorcycle Radios (no bid, no contract)
- Group 7: Communication Service Monitors (no bid, no contract)
- Group 10: Multi-Band Radios (no bid, no contract)

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EXHIBIT C
Scope of Work
Installation and Repairs on Two-Way Radios

PROJECT

Creative Communications Sales & Rentals, Inc. will provide installation and repairs on two-way radios on an as needed basis, for the following Field Operation divisions; Roll Off - 17810 Commercial - 17820, Residential – 17830, Bulk Trash – 17840, Recycling – 17740, Landfill - 17710 – and MRF- 17750

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EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation, including installation of products and services, is provided in the rate sheet and award pursuant to the State of Arizona No. ADSP013-036883 and attached hereto.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$37,500.

DETAILED PROJECT COMPENSATION

Installation and repairs on two-way radios, on an as needed basis.