

**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 *26* day of *April*, 20*16*, between the City of Glendale, an Arizona municipal corporation (the "City"), and Creative Communications Sales & Rentals, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On November 29, 2012, under the Arizona State Purchasing Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Installation and Repair of Two Way Radios Contract, Contract No. ADSP013-036883 ("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 the supplies and/or services from Contractor pursuant to the 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 be

extended 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. If the term of the Cooperative Purchasing Agreement is extended, the City Manager or designee may renew the term of this Agreement for one-year period periods 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 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 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 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 Fifty-Five Thousand Three Hundred Fifty One dollars (\$55,351) for the entire term of the Agreement (initial term plus any renewal terms exercised).

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. 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 Jeff Henry _____
6210 W. Myrtle Avenue, Building S
Glendale, Arizona 85301
623-930-3516
and

Creative Communications Sales & Rentals, Inc.
c/o Nick Spino

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

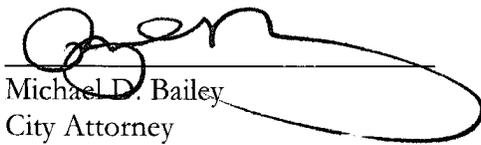
By: 
Kevin R. Phelps
City Manager

By: 
Name: Jacqueline S. Weisenburger
Title: Chief Operating Officer

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

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

EXHIBIT A

State of Arizona Contract No. ADSP013-036883 - Purchase and Installation of Two Way Radios and accessories, and Airtime Commercial Repeater Service three Sites



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:	Randy 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	Release Type:	Direct Release
Catalog ID:		Contact Instructions:	Randy Williams (602)542-9143 Randy.Williams@azdoa.gov	Pcard Enabled:	Yes
Master Blanket/Contract End Date (Maximum):	11/28/2017 11:59:59 PM	Tax Rate:		Actual Cost:	\$0.00
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:					
Agency Attachments:	PO Terms & Conditions - OLD 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 Change Order Summary 5 - Contract Renewal.pdf Change Order				

Summary No. 7 ADSP013-036883 - Updated Motorola Catalogs.doc 12.18.2014 Updated Motorola Catalog - 1.pdf 12.18.2014 Updated Motorola Catalog - 2.pdf Change Order Summary No. 8 ADSP013-036883 - Updated Motorola Catalogs.doc 1.5.15 U.S. Professional List.pdf 1.9.15 U.S. Commercial List.pdf Change Order Summary No. 9 ADSP013-036883 - Updated Vertex Price Book 12.19.2014.doc Vertex Standard Price Catalog 12.19.2014.pdf Change Order Summary No. 10 ADSP013-036883 - Updated Creative Airtime Commercial Repeater Usage 2015.pdf Creative Airtime Commercial Repeater Usage 2015.pdf Change Order Summary No. 12 ADSP013-036883 - Updated State Radio Reference.doc.pdf State Radio Pricing Preference.doc.pdf COI Change Order Summary No. 13 ADSP013-036883 - COI Expires 5.1.2016.pdf COI - Expires 5.1.2016.pdf Change Order Summary No. 11 ADSP013-036883 - Contract Extension.pdf

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:	9000051591 - 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 Acknowledgements:

Alt. Reference Document	Notifications	Acknowledged Date/Time
	Alt. Reference: 20001	
Purchase Order	Emailed to jacki.bals@creativecom.com at 12/06/2012 08:54:57 AM	12/06/2012 11:40:14 AM
Change Order 1	Emailed to jacki.bals@creativecom.com at 12/21/2012 12:11:59 PM	01/04/2013 09:11:19 AM
Change Order 2	Emailed to jacki.bals@creativecom.com at 10/02/2013 03:18:26 PM	10/02/2013 04:44:09 PM
Change Order 3	Emailed to jacki.bals@creativecom.com at 12/12/2013 05:13:49 PM	12/13/2013 03:11:01 PM
Change Order 4	Emailed to jacki.bals@creativecom.com at 02/06/2014 02:52:37 PM	02/07/2014 09:47:29 AM
Change Order 5	Emailed to scott.okrasinski@creativecom.com at 04/10/2014 02:18:34 PM	04/10/2014 02:57:11 PM
Change Order 6	Emailed to scott.okrasinski@creativecom.com at 08/08/2014 10:43:15 AM	08/15/2014 09:22:03 AM
Change Order 7	Emailed to scott.okrasinski@creativecom.com at 12/18/2014 08:50:14 AM	
Change Order 8	Emailed to scott.okrasinski@creativecom.com at 12/18/2014 08:52:18 AM	12/18/2014 02:59:06 PM
Change Order 9	Emailed to scott.okrasinski@creativecom.com at 01/22/2015 08:58:15 AM	
Change Order 10	Emailed to scott.okrasinski@creativecom.com at 01/26/2015 09:26:43 AM	01/27/2015 03:40:31 PM
Change Order 11	Emailed to scott.okrasinski@creativecom.com at 04/02/2015 10:41:44 AM	04/02/2015 11:44:24 AM
Change Order 12	Emailed to scott.okrasinski@creativecom.com at 07/16/2015 10:31:13 AM	
Change Order 13	Emailed to scott.okrasinski@creativecom.com at 07/20/2015 12:19:01 PM	07/20/2015 02:46:02 PM
Change Order 14	Emailed to scott.okrasinski@creativecom.com at 08/25/2015 12:55:52 PM	08/25/2015 04:14:44 PM

Document	Notifications	Acknowledged Date/Time
Change Order 15	Emailed to scott.okrasinski@creativecom.com at 02/05/2016 06:56:16 AM	02/05/2016 10:59:26 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000001391	PZ9000001391	CREATIVE COMMUNICATIONS SALES AND RENTALS INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 11/29/2012 **Master Blanket/Contract End Date:** 11/28/2016
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$435,001.55	\$0.00

Item Information

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 1 2 3 4 5 6 7 8 9

Print Sequence # 22.0, Item # 11: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment 3PS -
 -(Extended Maintenance & Support) Bid shall represent a per YEAR Sent
 charge for Extended Maintenance & Support . Group specifications
 are referenced in the scope of work page page page 11 section 5

NIGP Code: 726-88
 Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSP013-00002133 / 22 Quote # / Quote Item #: 000014033-R2 / 22

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.001	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 23.0, Item # 12: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment 3PS -
 -(Labor for Repair) Bid shall represent a per HOUR price for all non Sent
 warranty labor for repair and service. Group specifications are
 referenced in the scope of work page page page 11 section 5

NIGP Code: 726-88
 Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSP013-00002133 / 23 Quote # / Quote Item #: 000014033-R2 / 23

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$90.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:

Building Code:
 Cost Code:
 Property Number:

Print Sequence # 24.0, Item # 13: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment 3PS -
 -(User License per site) Bid shall represent a per SITE price for User Sent License (per site). Group specifications are referenced in the scope of work page page 11 section 5

NIGP Code: 726-88
 Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSP013-00002133 / 24 Quote # / Quote Item #: 000014083-R2 / 24

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.001	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 25.0, Item # 14: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment 3PS -
 -(User License per site) Bid shall represent a per SITE price for User Sent License (per site). Group specifications are referenced in the scope of work page page 11 section 5

NIGP Code: 726-88
 Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSP013-00002133 / 25 Quote # / Quote Item #: 000014083-R2 / 25

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.001	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 26.0, Item # 15: Group # 3 Desk-Top Analog & Digital Base Station Radio Equipment 3PS -
 -(System License multiple sites) Bid shall represent a System Sent License for multiple sites. Group specifications are referenced in the scope of work page page 11 section 5

NIGP Code: 726-88
 Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSP013-00002133 / 26 Quote # / Quote Item #: 000014083-R2 / 26

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.001	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make:	Packaging:
Project No.:	
Building Code:	
Cost Code:	
Property Number:	

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1 2 3 4 5 6 7 8 9

EXIT

	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 57	

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.:

[Redacted]

Federal Employer Identification No.:

86-0646517

E-mail: Jacki.Bals@creativecom.com

Phone: 602-955-8405

Fax: 602-955-1049

Creative Communications Sales and Rentals, Inc.

Company Name

3332 E. Broadway Road

Address

Phoenix

Arizona

85040

City

State

Zip

Handwritten Signature of Jacqueline S. Bals

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:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. 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. §§ 41-1401 through 1465.
3. 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.
4. The Offeror certifies that the above referenced organization IS / IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. 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.

ADSP013-031053

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

Handwritten Signature of Procurement Officer

Procurement Officer



Special Terms and Conditions

Solicitation No.: ADSP013-00002133

PAGE
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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		Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: «ContractBlanket_»		
	Change Order No.: 10	Date: April 2, 2015	

Two-Way Radio

Creative Communications Sales and Rentals

1. In accordance with Uniform Terms and Conditions Paragraph 5.1, Amendments, the above mentioned contract is hereby amended as follows:

- a. The catalogs entitled 'Creative Airtime Commercial Repeater Usage 2013' shall be replaced with catalog entitled "Creative Airtime Commercial Repeater Usage 2015".. The updated catalog shall be within the Attachments tab of ProcureAZ.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

**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.: ADSP013-036883

Change Order No.: 11

Date: June 4, 2015

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

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.

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

EXHIBIT B
Award and Rate Sheet

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)

\$19.99 AIR TIME

Commercial Repeater Service	
Service	Price
Creative Airtime Commercial Repeater Service 3 sites*	\$23.49 / month per radio
Creative Airtime Commercial Repeater Service 5 sites*	\$24.99 / month per radio
Additional talk group	\$5.00 / month per radio
GPS Tracking and TXT Messaging	\$20.00 / month per radio
Creative Airtime Commercial Repeater Service and Equipment Bundle 1 sites*	\$29.39 / month per radio
Creative Airtime Commercial Repeater Service and Equipment Bundle 3 sites*	\$34.79 / month per radio
Creative Airtime Commercial Repeater Service and Equipment Bundle 5 sites*	\$37.29 / month per radio
* Sites available: South Mountain, Shaw Butte, White Tanks, Usery Pass, Tucson Mountain	



3332 E. Broadway
Phoenix, AZ 85040
602-955-8405

Quote # 251828

Budgetary

Customer	
Name	City of Glendale Transit
Address	6210 W. Myrtle Avenue, Building S
City, St, Zip	Glendale, AZ 85301
Phone	(623) 930-3516
Date:	02/26/16
Prepared For:	Jeff Henry
Prepared By:	Nick Spino

Qty	Model	Description	Each	Pricing
39	AAM28UMN9KA1AN	Motorola XPR5580 800/900MHz digital base radio: 1000ch, 35watts <i>Includes:</i> radio with color display & GPS, MOTOTRBO Connect Plus trunking radio operation, compact palm mic w/hang-up clip, mounting bracket, power cable, & 3-year warranty.	\$ 1,005.00	\$ 39,195.00
36	HAF4019	Mobile Radio Accessories 1/4 wave roof mount antenna mast	\$ 20.00	\$ 720.00
39	AZ State Contract Discount: ADSP013-036883 38% discount off of list price: Group 1: mobile radios		\$ (381.90)	\$ (14,834.10)
39	15% discount off of list price: Group 1: mobile radios: accessories		\$ (5.00)	\$ (1,970.00)
5	AAH56UCN9KB1AN	Motorola XPR7580 800/900MHz digital portable radio: 1000ch w/display <i>Includes Standard Package:</i> full-color display, GPS, Bluetooth audio, Intelligent Audio, Lithium-Ion 2150mAh IMPRES submersible battery, whip antenna, belt clip, single-unit charger, MOTOTRBO Connect Plus trunking operation, & 3-year warranty.	\$ 1,173.33	\$ 5,866.65
5	AZ State Contract Discount: ADSP013-036883 38% discount off of list price: Group 3: portable radios		\$ (445.87)	\$ (2,229.35)
1	AAM28UMN9KA1AN	Motorola XPR5580 800/900MHz digital base radio: 1000ch, 35watts <i>Includes:</i> radio with color display & GPS, MOTOTRBO Connect Plus trunking radio operation, compact palm mic w/hang-up clip, mounting bracket, power cable, & 3-year warranty.	\$ 1,005.00	\$ 1,005.00
1	AZ State Contract Discount: ADSP013-036883 38% discount off of list price: Group 1: mobile radios		\$ (381.90)	\$ (381.90)
1	Base Radio Accessories tone remote adapter		\$ 695.00	\$ 695.00
1	DDN6340A	radio interface cable	\$ 50.00	\$ 50.00
6	L3213A	MC1000 basic tone remote deskset	\$ 545.00	\$ 3,270.00
1	RMN5050A	base station desktop microphone	\$ 120.00	\$ 120.00



3332 E. Broadway
Phoenix, AZ 85040
602-955-8405

Quote # 251828

Budgetary =

Customer
Name City of Glendale Transit
Address 6210 W. Myrtle Avenue, Building S
City, St, Zip Glendale, AZ 85301
Phone (623) 930-3516

Date: 02/26/16
Prepared For: Jeff Henry
Prepared By: Nick Spino

Qty	Model	Description	Each	Pricing
1	GLN7318A	base tray	40.00	\$ 40.00
1	DDN6516A	audio accessory jack	110.00	\$ 110.00
1	DDN6668A	single pedal footswitch	94.00	\$ 94.00
3	ANXFG8923	3dB gain 900MHz base antenna	144.70	\$ 434.10
1	416179	wall mount bracket	31.00	\$ 31.00
1	FLDFSS	field shop supplies: misc. connectors and jumpers	150.00	\$ 150.00
		AZ State Contract Discount: ADSP013-036883		
		15% discount off of list price: Group 3: base radio accessories	(749.12)	\$ (749.12)
Professional Services				
5	man-hours	field tech: replace base antennas, install base radio package, passive antenna	90.00	\$ 450.00
20	man-hours	installer: swap out mobile radios, replace antenna masts, check power cbils	90.00	\$ 1,800.00
		AZ State Contract Discount: ADSP013-036883		
		State Contract labor rate: 10% discount: \$100 x 10% = \$90/hour		
			Subtotal	\$ 35,719.28
			Tax 9.2%	\$ 3,286.17
			Programming	included
			TOTAL	\$ 39,005.45

Mobiles - Page 21
 Date 1/5/15
 SUGGESTED RETAIL

XPR™ 5550 & XPR™ 5580
VHF, UHF & 800/900MHz MOBILES
OPTIONS

BAND SPLIT	BAND	PWR	CHAN	CATALOG MODEL	MSRP
XPR™ 5550 Color Display with Bluetooth, GPS, and Expansion Card					
136-174 MHz	VHF	1-25W	1000	AAM28JNN9KA1_N	\$682.00
136-174 MHz	VHF	25-45W	1000	AAM28JQN9KA1_N	\$948.00
403-470 MHz	UHF	1-25W	1000	AAM28QNN9KA1_N	\$932.00
403-470 MHz	UHF	25-40W	1000	AAM28QPN9KA1_N	\$998.00
450-512 MHz	UHF	1-40W	1000	AAM28TRN9KA1_N	\$998.00
806-941 MHz	800/ 900	10-35W (800) 10-30W (900)	1000	AAM28UMN9KA1_N	\$998.00

FCC INFORMATION: VHF 25W AB299FT3086; VHF 45W AB299FT3087; UHF 25W: AB299FT4087; UHF 40W: AB299FT4088; UHF2: AB299FT4085; 800/900MHz: AZ492FT5862.

Options: TO COMPLETE AN ORDER YOU MUST CHOOSE ONE (1) OPTION FROM EACH STEP BELOW

STEP 1:

Microphone Choices:

STDMIC0511	Standard Compact Microphone for VHF & UHF (RMN5052)	N/C
STDMIC0203	Standard Compact Microphone for 800/900MHz (RMN5052)	N/C
GAD0086	Heavy Duty Microphone (RMN5053)	\$31.50
QA02406	Impres 4-way Navigation Keypad Mic (RMN5127)	\$120.00
QA04996	MOTOTRBO Handheld Control Head with 9.5ft. Coiled Cable	\$534.00
B71	Omit Microphone	-\$10.00

STEP 2:

Bracket Choices:

STDBKT0511	Standard Mounting Bracket for VHF & UHF (Low Profile - RLN6469)	N/C
STDBKT0203	Standard Mounting Bracket for 800/900MHz (Low Profile - RLN6469)	N/C
B65	Omit Standard Mounting Bracket	-\$4.00

STEP 3:

Cable Choices: (Optional RKN4136 Ignition Switch Cable is required for installations requiring ignition sense)

STDCBL0511	Standard Power Cable for VHF & UHF (HKN4191)	N/C
STDCBL0203	Standard Power Cable for 800/900MHz (HKN4191)	N/C
B161	Omit Standard Power Cable	-\$8.00

STEP 4:

Shipping Box Choices:

STDBLK0511	Standard Model Box for VHF & UHF	N/C
STDBLK0203	Standard Model Box for 800/900MHz	N/C
B842	Bulk Packing (minimum 2 radios per box)	N/C

STEP 5:

The XPR Series mobiles ship with a Standard 2-year parts and labor warranty. Additionally, they ship standard with a 1-year Service from the Start -LITE (SFS) option for 3 years of total coverage. The 1-year of SFS-LITE coverage can be omitted by selecting the GAD0164 option, which would provide only 2 years of standard warranty coverage. Additional SFS-LITE options are also available in the General Options section. Local Services are not included, contact your Customer Support Manager to place units on a Local Support Contract.

Service from the Start -LITE Choices:

STDRSA0511	Standard 2 Year Warranty + 1 Year Service from the Start -LITE (3 years of coverage) for VHF & UHF	N/C
STDRSA0203	Standard 2 Year Warranty + 1 Year Service from the Start -LITE (3 years of coverage) for 800/900MHz	N/C
GAD0164	Omit 1 Year Service from the Start -LITE (Omitting this option would provide 2 years of standard warranty)	-\$11.00

Premium Software Feature:

For more information, please refer to the Software License section.

HKVN4249	MOTOTRBO Permanent Discoverable & Data Transfer Services via Bluetooth	\$50.00
HKVN4281	Text to Speech for Channels, Zones, Programmable Buttons, Text Messages, and Job Tickets	\$10.00

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Portables - Page 27

Date 1/5/15

XPR™ 7550 & XPR™ 7580
VHF, UHF & 800/900MHz PORTABLES
OPTIONS

SUGGESTED RETAIL

BAND SPLIT	BAND	PWR	CHAN	CATALOG MODEL	MSRP
XPR™ 7550 & XPR 7580 Display with Color Display, GPS, Bluetooth, Expansion Card					
136-174 MHz	VHF	1W to 5W (ships 5W)	1000	AAH56JDN9KA1_N	\$1,123.00
403-512 MHz	UHF	1W to 4W (ships 4W)	1000	AAH56RDN9KA1_N	\$1,165.00
806-941 MHz	800/900	1W to 2.5W (ships 2.5W)	1000	AAH56UCN9KB1_N	\$1,165.00

FCC INFORMATION VHF: AB299FT3085, UHF1/2: AB299FT4086, 800/900: AB299FT5014

Options: TO COMPLETE AN ORDER YOU MUST MAKE ONE (1) CHOICE PER EACH STEP

STEP 1:

VHF/UHF Battery Choices:

STDBAT0871	Standard Battery - IMPRES Li-Ion, 2150 mAh, 7.2V, Submersible (IP57) Battery (PMNN4409)	N/C
QA02300	IMPRES Li-Ion, 1500 mAh, 7.2V, Submersible (IP57) Battery Slim (PMNN4407)	\$16.67
QA02309	IMPRES Li-Ion, 2300 mAh, 7.2V, Submersible (IP57) Battery - Intrinsically Safe FM (NNTN8129) *	\$50.00
QA04472	Li-Ion, 1300 mAh, 7.2V, Low Temp -30C, Long Life (IP57) Battery (PMNN4435)	\$41.67
QA04474	IMPRES Hi-Cap Li-Ion, 2700 mAh, 7.2V, Submersible (IP57) Battery (PMNN4448)	\$58.33

800/900MHz Battery Choices:

STDBAT0126	Standard Battery - IMPRES Li-Ion, 2150 mAh, 7.2V, Submersible (IP57) Battery (PMNN4409)	N/C
QA02300	IMPRES Li-Ion, 1500 mAh, 7.2V, Submersible (IP57) Battery Slim (PMNN4407)	\$16.67
QA02309	IMPRES Li-Ion, 2300 mAh, 7.2V, Submersible (IP57) Battery - Intrinsically Safe FM (NNTN8129) *	\$50.00
QA04472	Li-Ion, 1300 mAh, 7.2V, Low Temp -30C, Long Life (IP57) Battery (PMNN4435)	\$41.67
QA04474	IMPRES Hi-Cap Li-Ion, 2700 mAh, 7.2V, Submersible (IP57) Battery (PMNN4448)	\$58.33

* The XPR 7350, XPR 7550, XPR7360 and XPR7580 Intrinsically safe, FM Approved, portable radio units MUST be ordered and shipped from Motorola with the FM option QA02309 - Li-Ion battery NNTN8129, for the radios to be labeled as FM Approved in accordance with Canada and US Codes as intrinsically safe for use in Class I, II, III, Division 1, Groups C,D,E,F,G, and Division 2, Class I, Groups A,B,C,D.

STEP 2:

VHF/UHF Charger Choices:

STDCHG0871	Standard Charger - IMPRES Single Unit Charger with Switch Mode Power Supply (WPLN4232)	N/C
H951	Omit Standard Charger	-\$20.00

800/900MHz Charger Choices:

STDCHG0126	Standard Charger - IMPRES Single Unit Charger with Switch Mode Power Supply (WPLN4232)	N/C
H951	Omit Standard Charger	-\$20.00

STEP 3:

Antenna Choices - You MUST choose one:

NOTE: The XPR7550 & XPR7580 radios are equipped with an integrated GPS antenna and do not require a secondary external GPS

VHF Antenna Options

QA02299	VHF Helical Antenna 136-155 MHz (PMAD4117)	N/C
QA02308	VHF Helical Antenna 144-165 MHz (PMAD4116)	N/C
QA02310	VHF Helical Antenna 152-174 MHz (PMAD4118)	N/C
QA02307	VHF Stubby Antenna 136-148 MHz (PMAD4119)	N/C
QA02305	VHF Stubby Antenna 160-174 MHz (PMAD4121)	N/C
QA02306	VHF Stubby Antenna 146-160 MHz (PMAD4120)	N/C

UHF Antenna Options:

QA02304	UHF Slim Whip Antenna 403-527 MHz (PMAE4079)	N/C
QA02303	UHF Stubby Antenna 403-450 MHz (PMAE4069)	N/C
QA02302	UHF Stubby Antenna 440-490 MHz (PMAE4070)	N/C
QA02301	UHF Stubby Antenna 470-512 MHz (PMAE4071)	N/C

800/900MHz Antenna Options:

QA01915	800MHz Whip Antenna 806-870 MHz (PMAF4011)	N/C
QA01916	900MHz Whip Antenna 896-941 MHz (PMAF4012) *	N/C
QA01419	800 MHz Stubby Antenna 806-870 MHz 12cm (PMAF4009)	N/C
QA01420	900 MHz Stubby Antenna 896-941 MHz 11cm (PMAF4010) *	N/C

* Note: This antenna is optimized for 900 MHz but can be used for mixed 800 & 900 MHz channels or sites.

H112	Omit Standard Antenna	-\$3.50
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**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.**

EXHIBIT C
Scope of Work

PROJECT

Creative Communications Sales & Rentals, Inc. will provide two-way radios, accessories, installation and repair of two-way radios for Transit. Purchase and installation is to be completed no later than June 30, 2016.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning July 1, 2016 at the rate of \$20 per month (plus tax), per radio through November 28, 2016 for a total of \$4,794.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning November 28, 2016 through June 30, 2017 at the rate of \$20 per month (plus tax), per radio for a total of \$6,712.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning July 1, 2017 through November 28, 2017 at the rate of \$20 per month (plus tax) per month, per radio for a total of \$4,840.

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

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided under Compensation in 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 must not exceed \$55,351 for the entire term of the Agreement (initial term plus any renewal terms exercised).

DETAILED PROJECT COMPENSATION

Creative Communications Sales & Rentals, Inc. will provide two-way radios, accessories, installation and repair of two-way radios for Transit. Purchase and installation is to be completed no later than June 30, 2016.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning July 1, 2016 at the rate of \$20 per month (plus tax), per radio through November 28, 2016 for a total of \$4,794.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning November 28, 2016 through June 30, 2017 at the rate of \$20 per month (plus tax), per radio for a total of \$6,712.

Creative Communications Sales & Rentals, Inc. will provide airtime commercial repeater service for three sites for 44 two-way radios beginning July 1, 2017 through November 28, 2017 at the rate of \$20 per month (plus tax) per month, per radio for a total of \$4,840.