

# CITY CLERK ORIGINAL



Customer Care Solution Center

## Philips Healthcare

a division of Philips Electronics North America Corporation

### PCCI SYSTEMS AGREEMENT QUOTATION - Comprehensive Onsite

Customer: City of Glendale Fire Department  
 Address: 6210 W Myrtle Ave  
 Address:  
 City,State/Zip: Glendale, AZ 85301  
 Agreement Contact : Barbara McDonald  
 Telephone: 623-930-4449  
 Fax:  
 System Contact: SW2-R2-RINGER  
 Telephone:  
 Field Service Engineer: Chris Warner  
 Equipment Location: Cust#94054029 SO#6100951629 6100990810  
 Department Name:  
 Email: bmcDonald@glendaleaz.com

Payment Terms: Net 30  
 Agreement Quote Date: 11/21/2011  
 Prior Agreement #: RENU OF 40451055  
 Agreement Start Date: 12/1/2011  
 Agreement End Date: 11/30/2012  
 Billing Schedule: Yearly  
 Extended Onsite Coverage: Mon-Fri 8am to 5pm  
 POS Option: 0%  
 Multi-Year Option: 0%  
 Additional Discount: 0.00%  
 Service Sales VP, or  
 Service Zone VP A *Valid for 60 days*

Philips Representative: Kelly Carbon      Tel: 425-482-8534      Fax: 206-512-2054      Date: 12/1/2011      Quote #: 058878-7

Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List \$	Extended Annual List \$
<b>dept</b>								
M3536A	US00212837	1		<b>Defibrillators</b>				
	US00212838	26		HeartStart MRx (PA recommended)	12/1/2011	11/30/2012	\$945.00	\$24,570.00
	US00212839							
	US00212840							
	US00212841							
	US00212842							
	US00212843							
	US00212844							
	US00212845							
	US00212846							
	US00212847							
	US00212848							
	US00212849							
	US00212850							
	US00212851							
	US00212852							
	US00212853							
	US00212854							
	US00212855							
	US00212856							
	US00212857							
	US00212858							
	US00212859							
	US00213434							
	US00207244							
	US00208619							
Total Annual Service Charge Year 1								\$24,570.00
								\$0.00
<b>Subtotal :</b>								<b>\$24,570.00</b>
Extended Travel Charge		<u>See Travel Uplifts</u>		5.2 mi		No Uplift		
Extended Onsite Coverage								\$0.00

Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List \$	Extended Annual List \$
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Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List \$	Extended Annual List \$
		1		Performance Assurance (applies only to products with (PA) in the description) 1 per unit, per year of agreement	12/1/2011	11/30/2012	\$9,100.00	\$9,100.00
<b>Subtotal Optional Services Discountable</b>								<b>\$9,100.00</b>
<b>Subtotal Optional Services Non-Discountable</b>								<b>\$0.00</b>
<b>Subtotal Discountable</b>								<b>\$33,670.00</b>
POS Option Discount								\$0.00
Multi-Year Option Discount								\$0.00
Additional Discount								\$0.00
Net Charge Year 1								\$33,670.00
<b>Quotation Total</b>								<b>\$33,670.00</b>

**Prices exclude taxes. Applicable taxes will be added to the invoice. Subject to credit approval.**

**IMPORTANT NOTICE:** A signed copy of this agreement, for the services and prices quoted herein, is Customers acceptance that the Terms and Conditions and information in the Exhibit and the Data Sheet attached to this quotation are the sole terms applicable to the services quoted. The acceptance of this quotation is not binding upon Philips until further review by Philips contract administration. The information contained in this document is confidential and is provided to the entity listed as the customer solely in connection with the evaluation of the purchase and sale. This information shall not be disclosed to any other party. The Philips terms and conditions of sale applicable to the service quoted herein are available via [http://www.healthcare.philips.com/main/terms\\_conditions](http://www.healthcare.philips.com/main/terms_conditions) ("Terms and Conditions"). Health Care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted. health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including under any federal or state but not limited to 42 CFR 1001.952(h). Philips reserves all rights with regard to this information. Reserved.

**Customer Agreement as Quoted**

Upon customer signing and an authorized Philips representative accepting, this quotation constitutes a contract and Customer is bound by all terms and conditions hereof.

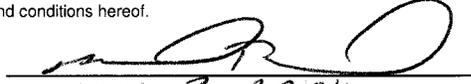
Philips by its acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms set forth herein, **INCLUDING THE**

Authorized Signature

Printed Name

Title / Date

Customer PO #

  
 \_\_\_\_\_  
 MARK BURDICK  
 FIRE CHIEF 12/1/11

(Please attach copy of original PO)

Authorized Signature

Title / Date

**FOR CREDIT CARD PAYMENT**

Credit Card Type (circle) AMEX VISA MC Discover

Credit Card #

Expiration Date

Signature

Print Name

**ATTACHED ADDENDUM**  
 Linda C. Duquette  
 CONTRACT SIGNATURE 12/27/2011

prepared by: Linda Duquette

FAX To: (800)947-3299 or Mail Purchase Order & Quote To: Philips Healthcare, Business Center, ms0400, 3000 Minuteman Road, Andover, MA 01810 (800)934-7372 opt 5

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ENTERED  
 12/19/11

ATTEST:

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

Approved as to form:



Craig Tindall  
 City Attorney  
 PCCI

**ADDENDUM TO PCCI COMPREHENSIVE ON-SITE SERVICE AGREEMENT**  
**(For 11/14/2011 through 11/13/2012)**

Philips further agrees as follows:

**I. Immigration Law Compliance.**

- A. Philips, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of Philips or subcontractor employee who performs work under this Agreement to ensure that Philips or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Philips shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Philips agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Philips agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Philips also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Philips's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**II. Prohibitions.** Philips certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

**III. Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

NOTHING FOLLOWS

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make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

**15. PRIVACY.** In the course of providing the Services to Customer, it is necessary for Philips to have access to, view and/or download computer files from the Equipment that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, medical record number) and non-health information (e.g., date of birth, gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

**16. SUBCONTRACTS AND ASSIGNMENTS.** Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

**17. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW.** Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. Either party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. The law of the state of ~~New York~~ *Arizona* will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.

**18. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement.

**19. AUTHORITY TO EXECUTE.** In executing this Agreement, the parties hereto acknowledge that they have read each of the terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and that they have signed this Agreement as their own respective free acts and with the express authority to do so.

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*Arizona*  


*MCS*