CARDIAC science

CITY CLERK ORIGINAL

CARDIAC SCIENCE
N7 W22025 Johnson Drive
Waukesha, WI 53186
Phone 262-953-3500
Toll Free 1.800.426.0337
Fax 262-565-0371

Standard QCare Support

C-8444
05/08/2013

Agreement#: M000009156

Bill To:
CITY OF GLENDALE
5800 W GLENN DR STE 350
c/o GLENDALE FIRE DEPT. ADMIN
ACCOUNTS PAYABLE
GLENDALE, AZ 85301

Equipment Location:
CITY OF GLENDALE
11550 W GLENDALE AVE
GLENDALE HEALTH CENTER
C/O DEPUTY CHIEF PATTY FREY
GLENDALE, AZ 85307

Initial Agreement Period: 07/01/2013 thru 06/30/2014

Equipment Information

Part Number	Serial Number	Description	Rate
Q35-1AEKM01	QS005278	QSTRESS SYSTEM	2,430.00
TM55LXXRQE	11040079667	TM55 TREADMILL	0.00
Q35-1AEKM01	QS005279	QSTRESS SYSTEM	2,430.00
TM55LXXRQE	11040079655	TM55 TREADMILL	0.00

SERVICE CONTRACT DOES NOT COVER PERIPHERAL DEVICES SUCH AS BP MONITORS, VITAL SIGNS MONITORS, ETC.

Contract Term: 12 Months
Total List Price: 4,860.00

Annual Amount: 4,860.00
Total Contract Amount: 4,860.00
Sales tax not included, please add if applicable.

Customer: CITY OF GLENDALE

Customer Acceptance

5/9/13

Signature Date

Richard Bowers
Printed Name Acting City Manager

ATTEST:

City Clerk

PO Number

Approved as to form ☐ None Required

City Attorney

THIS IS NOT AN INVOICE: An Invoice will follow after this agreement has been accepted by both parties.
Prices and terms stated herein may be regarded as a quote and are valid 90 days from the date submitted unless withdrawn by Cardiac Science upon notice to Customer. See next page for terms and conditions.

For Office Use Only

Customer Number: 77510
Billing Date: _____
Agreement #: M000009156
Territory #: 265
Invoice #:
Administered by: _____
RENEWAL
Contract Offer Date: 03/28/2013

Cardiac Science N7 W22025 Johnson Drive Waukesha, WI 53186
Tel: 425 402 2000 Fax: 425 402 2010 Toll Free: 800 426 0337
www.cardiacscience.com

Cardiac Science
N7 W22025 Johnson Drive
Waukesha, WI 53186

Phone 425.402.2000
Toll Free 1.800.426.0337
Fax 425.402.2010

STANDARD Q-CARE SUPPORT
TERMS AND CONDITIONS

EQUIPMENT. This Agreement covers only the equipment referred to in the "Equipment Information" section on the face page of this Agreement.

SERVICE. The services (the "Services") provided under this Agreement include:

- All materials (except those excluded below)
- Labor, travel, telephone support and remote access support (Customer is required to provide a high speed remote access connection) within Cardiac Science normal business hours of 8:00am – 4:30pm local time Monday through Friday, except excluding Cardiac Science holidays
- Up to two (2) preventive maintenance inspections per year, at Customer's request
- Software fix packs

If Customer requests and receives supplies and services in addition to those listed above or outside of the working hours specified, Customer will be invoiced separately by Cardiac Science and charged in accordance with Cardiac Science's then current prevailing rates.

EXCLUSIONS. This Agreement does not cover:

- Disposable or consumable items including but not limited to: patient cables, lead wires, blood pressure cuffs, paper or electrodes
- Services required as the result of abuse, misuse, external causes, unauthorized equipment modification or alteration, abnormal conditions of operation
- Services required as the result of unauthorized repair or replacement of parts
- The purchase of any additional hardware that may be required to install, implement or integrate software updates
- Materials, Labor and travel required to repair hardware purchased from other vendors or restore a system due to failure of hardware purchased from other vendors

LIMITATION OF LIABILITY. CARDIAC SCIENCE'S ENTIRE OBLIGATION UNDER THIS AGREEMENT IS TO PROVIDE THOSE SUPPORT SERVICES DETAILED ABOVE IN A TIMELY MANNER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED HEREIN THIS AGREEMENT, CARDIAC SCIENCE MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE SUPPORT SERVICES, , REPLACEMENT PARTS OR SUPPLIES FURNISHED UNDER THIS AGREEMENT, AND SHALL HAVE NO LIABILITY, UNDER ANY CIRCUMSTANCES, FOR LOSS OF ANTICIPATED PROFITS OR FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

TERM. Customer signature and issuance of a purchase order (if applicable) are required prior to acceptance of this Agreement. This Agreement will be effective for the initial term as stated in the "Initial Agreement Period" shown on the face page of this Agreement. ~~Thereafter, this Agreement will automatically renew for successive one (1) year terms, subject to termination by either party as provided below.~~

ANNUAL FEES. The Annual fees are payable annually in advance. Annual fees will remain in effect for a minimum of one (1) year from the Effective Date. Thereafter, Cardiac Science may increase annual fees upon thirty (30) days prior written notice to Customer. Notice of any such increase will be deemed sufficient if given on Cardiac Science's invoice for the Services. In the event of any such price increase, Customer may cancel this Agreement upon thirty (30) days prior written notice.

TERMINATION. This Agreement is subject to cancellation by either party upon thirty (30) days prior written notice to the other party. If Customer cancels the Agreement, Cardiac Science will provide Customer with a prorata refund of the annual fees paid, less a 15% cancellation fee. In addition, all Services provided under the Agreement up to the date of cancellation will be billed to Customer at Cardiac Science's then current prevailing rates for materials, labor and travel expenses. In the event Cardiac Science terminates the Agreement, Cardiac Science will provide Customer with a prorata refund of the annual fees paid by the Customer.

INSPECTION PRIOR TO ACCEPTANCE. All equipment not currently under a Cardiac Science warranty or service Agreement must be inspected by a Cardiac Science service representative prior to the effective date of this Agreement to insure Customer equipment is in good working condition and meets original factory specifications. Equipment that does not meet original factory specifications shall be subject to repair at Cardiac Science's prevailing rates for materials, labor and travel expenses.

(062811)

SW4810-311

ADDENDUM. Cardiac Science agrees to comply with the provisions in the attached Addendum relating to Immigration Law Compliance, Prohibitions against business operations in Iran and Sudan, and Conflicts of Interest.

ADDENDUM
Cardiac Science
Standard Q Care Support Agreement (Agreement No. M000009156)

Cardiac Science "Contractor" further agrees as follows:

I. Immigration Law Compliance.

A. Contractor, 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 Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.

D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor 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. Contractor 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. Contractor 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. Contractor'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. Contractor 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.

CITY OF GLENDALE	CARDIAC SCIENCE CORPORATION
SIGNATURE	SIGNATURE
	4-29-13
DATE	DATE