

CITY CLERK ORIGINAL

C-8579
09/11/2013



Proposal: PROPOSAL-10180/1
For: Glendale Police Dept

Corporate Headquarters 1200 W Mississippi Ave Denver, CO 80223 Phone: 888.836.7841 Email: sales@pcsmobile.com	Proposal Valid Date: 10/25/2013 09:50 AM Inside Sales Rep: Karen Leonard Email: karenl@pcsmobile.com Phone: 480-539-4590 Fax: 480-539-4589
Customer: Glendale Police Dept 6835 N. 57th Drive Glendale, AZ 85301-3218	Salesperson: Dan Allen Email: dana@pcsmobile.com Proposal Created By: Karen Leonard

Proposal

Customer	Requested By	F.O.B.	Terms	Contract
		Origination		NIPA CNR-04540-V37T - 120471

Line	Item Number	Description	Price	Quantity	Subtotal
	FZ-G1AAHJB1M	Win7,i5 1.9GHZ,10 1MT,128GBSSD,8GB,DualPass,4GLTE,GPS,TBPref	\$2,713 00	1 00	\$2,713 00
	CF-SVCPINT1	Panasonic DRIVE IMAGE ONLY CONFIGURATION	\$32 35	1 00	\$32.35
	FZ-WCGG111	Tall Corner Guards for opt sc reader or long life battery	\$20.00	1.00	\$20.00
	FZ-WSTG111	Rotating Hand Strap for FZ-G1	\$73 75	1 00	\$73 75
	FZ-SVCTPEXT2Y	Extended Warranty - Toughpad PC (Years 4 & 5)	\$270 00	1 00	\$270.00
	CF-SVCASCTC5Y	5 yr Computrace Complete (CTC)	\$189.00	1 00	\$189.00
	DS-PAN-702-2	G1 Dual Passthrough Docking Station	\$675 00	1 00	\$675 00
	AP-CELL/LTE/GPS	CELL/PCS/LTE/ AND GPS CONNECTORS 1 CELL/PCS/LTE 1	\$105 00	1.00	\$105 00
	PJ662-K	PocketJet 6 with Bluetooth Kit Printer	\$399 00	1.00	\$399 00
				<i>Total</i>	\$4,477 10

Notes
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Terms and Conditions

Portable Computer Systems, Inc., dba: PCS Mobile Standard Reseller: *Terms and Conditions*

1 **Contract Terms** These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc , dba. PCS Mobile ("PCS") to the buyer named therein ("Buyer"), and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.

2 **Payment** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.

3 **Shipment** Delivery of all Products shall be F O B place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.

4 **Acceptance of Products, Returns** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS, and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.

5 **Warranties** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer, and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.

6 **Limitation on Liability** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any ~~damages~~, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer ~~under these terms and conditions.~~

7 **Force Majeure** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.

8 **Miscellaneous** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. ~~This Agreement shall be interpreted, governed and construed under the laws of the State of California.~~

ADDENDUM

PCS Mobile (“Contractor”) further agrees as follows:

I. Immigration Law Compliance.

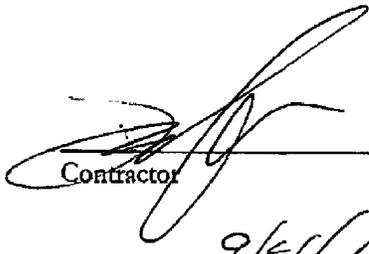
- A. Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A), which requires registration and participation with 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. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

III. Choice of Law. Contractor acknowledges and agrees that this contract is governed by Arizona law, and that the forum for any dispute involving this contract is Maricopa County, Arizona.

IV. Conflict with Terms and Conditions. In the event of any conflict between the Terms and Conditions between Contractor and City, the provisions of this Addendum will govern.

[SIGNATURES ON NEXT PAGE]


Contractor

9/11/13
Date

CITY OF GLENDALE, an Arizona
municipal corporation



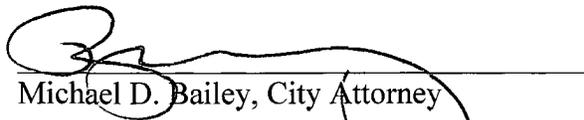
Brenda S. Fischer, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney