

07595



City of Peoria, Arizona Notice of Request for Proposal

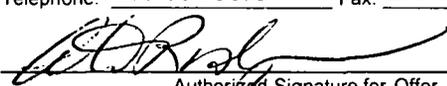


Request for Proposal No: **P08-0090** Proposal Due Date: **April 24, 2008**
 Materials and/or Services: **Automatic External Defibrillators (AED)** Proposal Time: **5:00 P.M. Local Time**
 Contact: **Lisa Houg, CPPB**
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

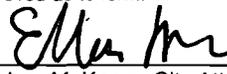
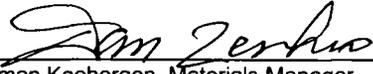
To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:
 Name: Stefanie Warren Telephone: 206-664-5195 Fax: 206-664-5001
Philips Medical Systems North America Company 
 Company Name Authorized Signature for Offer
2301 Fifth Ave, Suite 200 Anita Rodgers
 Address Printed Name
Seattle, WA 98121 Senior Manager, Finance and Operations
 City State Zip Code Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: 
 Mary Jo Kief, City Clerk
 CC: _____
 Contract Number: 3000814
 Official File: _____
 City of Peoria, Arizona Effective Date: 5/24/08
 Approved as to form:  Ellen Van Riper, Assistant City Attorney
 Stephen M. Kemp, City Attorney
 Contract Awarded Date 5/23/08
 Herman Koebergen, Materials Manager
for



A CON 3000814

Clarification to Request for Proposal No. P08-0090 Automatic External Defibrillators (AED)

Philips and the City agree to the terms as indicated in this "Clarification" document dated May 19, 2008. In the event of any conflict between these terms and those contained in the City's "Standard Terms and Conditions" and "Special Terms and Conditions" included in Request for Proposal No. P08-0090, these "Clarification" terms shall govern.

Standard Terms and Conditions

15. Indemnification

Subject to the limitations of liability in Philips' response below, Philips shall indemnify and hold harmless the City and its officers and employees from any claims for loss, cost, damage, expense or liability (including reasonable attorneys fees) by reason of bodily injury (including death) or property damage if any such claim alleges damages caused directly by Philips negligence and/or a mechanical or electrical failure or malfunction of the product. If such a claim is received by City, then City will promptly provide Philips with: notice of any such claim after obtaining actual knowledge thereof; accurate and complete assistance and information, including the data card (for ForeRunner, FR2, and FR2+ only) and the product containing the record of the event which is the subject of the claim; and the tender of and unrestricted authority to defend or settle such claim or action, provided, however, that the City shall have the right to participate at its own expense in any such defense or settlement. This indemnification does not extend to or cover any claims that arise from the negligence or willful misconduct of the City or its officers and employees; involving a product not kept in proper working order; involving use of non-Philips or out-of-date pads, batteries or data cards; involving operation of a product by a person without authorization; involving failure to use a product in compliance with state and/or local regulations including those regarding medical direction or supervision; or involving failure to follow the operating instructions.

LIMITATION OF LIABILITY. THE TOTAL LIABILITY, IF ANY, OF PHILIPS FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

DISCLAIMER. IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT

PHILIPS

Clarifications to Request for Proposal No. P08-0090
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All information contained in this proposal is confidential.

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16. Overcharges by Antitrust Violations

Philips takes exception and clarifies. Philips does not convey, sell, assign, and/or transfer to Customer any rights, title or interest in any causes of action it may now have or hereafter acquire under the antitrust laws of the United States or any state, relating to the particular goods or services purchased or acquired by the Customer under this contract.

18. Right to Assurance

Philips wishes to extend the time for written assurance to fifteen (15) calendar days.

19. Right to Audit Records

Philips does not allow Customer audits of its books for any reason. Philips will retain all books, records and other documents relative to this agreement for six (6) years. It is against Philips' corporate policy, however, to allow access to these records except in cases of billing dispute on the order.

20. Right to Inspect Plant

Philips takes exception and clarifies. Philips does not provide for Customer observation of factory production or pre-staging activities. Philips Medical Systems manufactures its medical systems in compliance with the Quality System Regulation promulgated by United States Food and Drug Administration, which mandates a quality system covering design and manufacturing, including testing and inspection where necessary. Medical devices released and marketed by Philips have been determined to have been designed and manufactured in accordance with such a quality system.

21. Warranties

Philips AED Product Warranty shall govern and is as follows:

Limited Warranty. Philips Medical Systems warrants that HeartStart FR2 series defibrillators HeartStart HS1 series, and HeartStart FRx defibrillators (and related accessories for these defibrillators described herein) sold by Philips or an authorized Philips distributor, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Philips Medical Systems for such products and shall be substantially free from defects in material and workmanship for the warranty period specified. The HeartStart FR2, HS1, and FRx series defibrillators are warranted for **five years** from the date of shipment by Philips. Disposable defibrillation pads are warranted until the expiration date listed on the package. HeartStart FR2, HS1, and FRx series non-rechargeable lithium batteries are warranted for **four years** from the date of installation, provided the battery is installed by the shelf-life date stated on the battery. For all other accessories for the FR2, HS1, and FRx series defibrillators, Philips Medical Systems warrants such products for **12 months** from the date of shipment by Philips. Philips Medical Systems warrants the media on which the data management

PHILIPS

Clarifications to Invitation to Request for Proposal No. P08-0090 Automatic External Defibrillators (AED)

software copies are contained for a period of **60 days** from the date of shipment by Philips. Philips Medical Systems warranty does not apply to product defects resulting from improper or inadequate maintenance; use of the product with software, supplies or interfaces not supplied by Philips; use or operation of the product other than in accordance with Philips product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; unauthorized repair or modification to the product ("Warranty Exclusions").

The City's exclusive remedy and Philips Medical Systems' sole liability for breach of the foregoing warranty is as follows. If any product described herein fails to conform to the warranty set forth above, at Philips Medical Systems' sole election, (which election shall be made after Philips receives the product), shall repair or replace the product; provided that (a) Philips Medical Systems receives notice in a timely manner in writing that such product failed to conform and a detailed explanation of any alleged nonconformity; (b) such product is returned to Philips Medical Systems during the warranty period; and (c) Philips Medical Systems is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. Philips Medical System is obligated to this warranty, provided that Philips has given prior consent to have the product returned to it, and the product is returned using a Returned Goods Authorization (RGA) number provided by Philips. In such instance, Philips Medical Systems shall be responsible for the cost of shipping. (012437-0003; 1/17/05)

Philips warrants that all material delivered under this contract shall conform to the specifications as submitted in Philips bid dated April 22, 2008 and/or published materials (Product Brochures, Instruction for Use, etc.).

THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE REQUEST FOR PROPOSAL, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

25. Default in One Installment to Constitute Total Breach

In the event that Philips fails to comply with any of the Terms and Conditions or warranties agreed to herein, Customer shall advise Philips in writing and Philips shall be given ten (10) days to cure.

Philips will deliver products that conform to the specifications indicated in our published product literature (ex. Owner's Manual). In the event that one delivery of products does not conform, Peoria may return those products under Philips' warranty and cancel their order and/or the contract. However, a default in one installment of products shall not constitute a total breach of the contract.

PHILIPS

Clarifications to Request for Proposal No. P08-0090
Automatic External Defibrillators (AED) - Page 3
City of Peoria RFP

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Special Terms and Conditions

20. Warranty

Refer to the Section 21-Warranties response above for Philips product warranty.

21. Insurance Requirements

Philips' usual Certificate of Insurance and insurance coverage shall apply. A copy of the insurance form has been provided as evidence of Philips' standard insurance coverage.

Upon award, Philips shall furnish the City with a Certificate of Insurance with the City, its agents, representatives, officers, directors, officials and employees as Additional Insured. Additionally, the Certificate to be issued upon award shall contain the bid serial number and title.

25.b Independent Contractor

The "Clarification" terms contained in the Section 15-Indemnification response above shall apply to Section 25.b.

32. Maintenance

Philips technical support staff is available to assist the customer with diagnosing and resolving most issues over the phone. For technical issues that cannot be resolved this way, Philips will provide a device exchange of the same AED model, per the terms of Philips AED product warranty.

The customer should call the toll free customer service line and speak to a technical support staff that can assist with diagnosing the issue with the device. If technical support deems that the device is eligible, a Returned Goods Authorization number will be issued and a device of the same model will be shipped that day. Subject to availability, Philips' turn around time is a few days.

Philips does not provide for Customer observation of factory production or pre-staging activities. Philips Medical Systems manufactures its medical systems in compliance with the Quality System Regulation promulgated by United States Food and Drug Administration, which mandates a quality system covering design and manufacturing, including testing and inspection where necessary. Medical devices released and marketed by Philips have been determined to have been designed and manufactured in accordance with such a quality system.

33. Training

Phillips shall provide onsite train-the-trainer instruction for device use to 20 or more City First Responder personnel.

PHILIPS

Clarifications to Invitation to Request for Proposal No. P08-0090 - Automatic External Defibrillators (AED)

Training for the City PAD Program AEDs shall consist of up to six (6) hours of end user and/or train-the-trainer courses.

All training describe above will include the download or data transfer process.

35. Product Discontinuance

If a product or service offered hereunder ceases during the Term to be offered generally by Philips to its customers, then it shall be replaced by the product then being offered generally by Philips at a mutually agreed upon price.

42. Cancellation

Philips shall be allowed to terminate any Contract with the City for cause upon 60 days' prior, written notice if the City materially breaches the Contract and is unable to cure such breach prior to termination; or immediately if the City becomes insolvent or is unable to pay its debts when due.

b. Any remedies for breach shall be limited per Philips' Limitation of Liability terms and Disclaimer, referenced in Philips' response to "25. Independent Contractor."

c. Philips shall not be liable for the costs indicated in this section

d. Any remedies for breach shall be limited per Philips' Limitation of Liability terms and Disclaimer, referenced in Philips' response to "25. Independent Contractor."

i. Purchases made via other sources shall not be deducted from any payments due to Philips.

43. Contract Default

a. Philips shall deliver defibrillator equipment within 30 calendar days after receiving a complete order. Delivery of all services shall be per mutual agreement between Philips and the ordering agency. Philips will make reasonable efforts to meet Customer's delivery requirements. If Philips is unable to meet Customer's delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order

Philips shall have no liability for cost of Substitute products whether arising from breach of this term, breach of warranty, negligence, indemnity, strict liability or other tort.

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All information contained in this proposal is confidential.

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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request For Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provide d payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor 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 sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements



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stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



STANDARD TERMS AND CONDITIONS

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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Automatic External Defibrillators (AEDs)**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
9. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
10. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
11. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only.



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12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Compliance with Specifications.
 - b. Ability to Provide Local Service and Maintenance.
 - c. Cost Considerations.
 - d. Conformance to Request for Proposal.
13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
17. **Delivery:** Delivery shall be made within thirty (30) days of receipt of a purchase order.
18. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
19. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
20. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
21. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.



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The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

22. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability



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Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. **Professional Liability**

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

23. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

24. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

25. **Independent Contractor:**

a. **General**

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.



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b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

26. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

27. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.



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Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

28. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
29. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
30. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.
31. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
32. **Maintenance:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.
33. **Training:** Each offer shall include a complete statement of the training that shall be provided by the vendor for equipment supplied.
34. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
35. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
 - a. A formal announcement from the manufacturer that the product or model has been discontinued.
 - b. Documentation from the manufacturer that names the replacement product or model.



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- c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
36. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
37. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
38. **Demonstration Models:** All vendors are hereby notified that demonstration units of the equipment offered shall be available in Phoenix. The City of Peoria, Materials Management Division must arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
39. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
40. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
41. **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
42. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;



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- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

43. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

44. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
 - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
 - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
 - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
 - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



SPECIFICATIONS

Solicitation Number: **P08-0090**

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I. BACKGROUND

The purpose of this contract is to provide automatic external defibrillators (AEDs), corresponding accessories, and service of said AEDs to the City of Peoria (the City) for the Public Access Defibrillation Program (PAD) and for use by first responders.

The City currently has in place multiple Philips brand AED's in support of its PAD Program and in compliance with City Ordinance 408.2.3 for City owned buildings which requires AED's to be present in public assembly occupancies with an occupant load of 300 or greater. In order to maintain consistency, the City seeks proposals to supply the Philips brand AED's for its PAD program and the possibility of future purchase by first responders.

The City also seeks the provision of service that may require assistance and replacement parts for Philips AED's it currently possesses. These AED's are for public use and first responder use.

II. VENDOR REQUIREMENTS

- A. The vendor must have been in the AED business for a minimum of five (5) years.
- B. Company must provide local representation with representatives servicing the State of Arizona.

III. MODEL REQUIREMENTS

The City seeks proposals to cover the following current Phillips AED models parts and related equipment:

City PAD Program:

Initial Purchase – Anticipated to be at 17 FRX AED's and related equipment

Possible future expansion

City First Responder – Anticipated to utilize the FR 2+ model.

Possible future expansion

IV. TECHNICAL REQUIREMENTS

A. All Units

- 1. Structure.
 - a. Weigh no more than seven (7.00) pounds with the battery installed.
- 2. Data Storage.
 - a. Capability to collect and electronically store up to sixty (60) minutes of event and electrocardiogram (ECG) data.
 - b. Ability to transfer and analyze data. Software must be PC compatible. At least two (2) units of such a software program must be included.



SPECIFICATIONS

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3. Protocols.

- a. Conform to current American Heart Association protocols.
- b. Permit modification of device settings to match prevailing protocols through software or otherwise. Modifications shall only be able to be made by the owner and not the average user.
- c. Patient analysis algorithm that derives Shock/No shock decisions.

4. Operation.

- a. Deliver therapy using a biphasic waveform and automatically adjust parameters as a function of chest impedance during delivery of the waveform.
- b. Require no further activation than the one (1) on/off button and one (1) shock button.
- c. Display supporting Text Prompts using a high-resolution liquid crystal display (LCD) with bright back-light (and ECG, if configured).

5. Batteries.

- a. Regular batteries provide an operating capacity of 300 full energy shocks or twelve (12) hours of "On" time or a Standby time that is typically five (5) years (four (4) years minimum).

6. Pads must also be available for pediatric applications (specifically for children eight (8) years old or younger or fifty-five (55) lbs. or less in weight).

7. In semi-automatic mode, the AED must fully disarm the capacitor internally under any of the following conditions:

- a. A no shock decision is reached,
- b. The AED is turned off,
- c. Thirty (30) seconds after arming if the shock button is not pressed, or
- d. The defibrillation pads are removed from the patient or the pads connector is disconnected from the AED.

8. Testing.

- a. Perform at least daily self-diagnostic tests.
- b. Visually display results of such tests, including low battery alerts.
- c. Notify user of possible sub-par performance immediately, indicated prior to, during, and after testing.
- d. Verify calibration during self-testing without requiring the use of an external device.

B. High Durability Units. High durability units are those best suited for outdoor or law enforcement usage. These units may be at risk for water submersion, storage in vehicles reaching in excess of 125 degrees Fahrenheit or below freezing and drops from storage on bicycles. In addition to those requirements for All Units listed above, High Durability Units shall:



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1. Function correctly and accurately when stored at extreme temperatures.
2. Possess a minimum rating of IP54.
3. Withstand a drop of one (1) meter to any edge, corner, or surface and remain fully operational.

V. TRAINING REQUIREMENTS

The City has an in-house training division and wishes to continue using it. Thus, all training materials proposed must allow for correct useage without further assistance from the Contractor.

- A. Training materials proposed must be compliant with current American Heart Association standards.
- B. CPR/AED training equipment must be easily sanitized.

VI. SERVICING REQUIREMENTS

Servicing agreements shall include, at a minimum:

1. Units shall come with a minimum five (5) year warranty.
2. Units being serviced shall be replaced by a loaner of equal or higher quality, at no charge to the City, upon the original unit's removal from the premises.
3. Technical service shall be available twenty-four (24) hours, seven (7) days a week.
4. Units shall only require preventative maintenance that can be performed by the user. Preventative maintenance must not require outside assistance.
5. The vendor shall have local representation available to reprogram the units should AHA protocols and standards change. The vendor will perform the upgrades at no additional cost to the City for the entire warranty period of the AED device.

VII.SUBMITTAL REQUIREMENTS

A. Proposal Format

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Proposal. **DO NOT BIND ORIGINAL.**

Respond to each criteria in Sections II through VI of the Specifications and indicate compliance in each of the areas.

B. Evaluation Criteria



SPECIFICATIONS

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In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Compliance with Specifications.
2. Ability to Provide Local Service and Maintenance.
3. Cost Considerations.
4. Conformance to Request for Proposal.

C. Proposal Due Date and Contact Information

Proposals will be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, Arizona 85345

The proposal shall be due no later than 5:00 p.m. on April 24, 2008.

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov.



PRICE SHEET

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Item	Part Number and Description	Quantity	Unit	Unit Price	Extended Price
1.	<u>FR2+ Automated External Defibrillator</u>				
	M3860A-HeartStart FR2+ Defibrillator with ECG	1	EA	\$ <u>1,980.90</u>	\$ <u>1,980.90</u>
	M3861A-HeartStart FR2+ Defibrillator NO ECG	1	EA	\$ <u>1,565.50</u>	\$ <u>1,565.50</u>
2.	<u>FR2+ Accessories</u>				
	DP2-HeartStart AED Defibrillator Pads - 2 Pack	1	EA	\$ <u>46.50</u>	\$ <u>46.50</u>
	DP6-HeartStart AED Defibrillator Pads - 6 Pack	1	EA	\$ <u>110.98</u>	\$ <u>110.98</u>
	M3870A-FR2 AED Infant/Child Defibrillator Pads-1 Pack	1	EA	\$ <u>58.90</u>	\$ <u>58.90</u>
	M3863A-Battery, Long-Life LiMinQ2, for FR2 Series	1	EA	\$ <u>148.18</u>	\$ <u>148.18</u>
	M3848A-Battery, Rechargeable LiION for FR2+	1	EA	\$ <u>164.30</u>	\$ <u>164.30</u>
	M3849A-Charger for FR2+ Rechargeable Battery (REF M3848A)	1	EA	\$ <u>93.00</u>	\$ <u>93.00</u>
	68-PCHAT-Fast Response Kit	1	EA	\$ <u>25.42</u>	\$ <u>25.42</u>
3.	<u>FR2+ Data Cards</u>				
	M3854A-Data Card and Tray for FR2 Series	1	EA	\$ <u>55.18</u>	\$ <u>55.18</u>
	M3853A-Data Card Tray for FR2 Series	1	EA	\$ <u>5.58</u>	\$ <u>5.58</u>
	SDCF-05-Adapter, Data Card to PCMCIA	1	EA	\$ <u>18.60</u>	\$ <u>18.60</u>
	M3524A-Data Card Reader	1	EA	\$ <u>93.00</u>	\$ <u>93.00</u>
4.	<u>Cases and Wall Mounts</u>				
	989803136531-Defibrillator Cabinet, Basic	1	EA	\$ <u>141.98</u>	\$ <u>141.98</u>
	PFE7023D-Defibrillator Cabinet, Premium, Semi-recessed	1	EA	\$ <u>263.50</u>	\$ <u>263.50</u>
	PFE7024D-Defibrillator Cabinet, Premium, Wall Surface	10	EA	\$ <u>247.38</u>	\$ <u>2,473.80</u>
	M3868A-Carrying Case for FR2 Series	1	EA	\$ <u>80.60</u>	\$ <u>80.60</u>
	M3869A-Vinyl Carrying Case for FR2 Series	1	EA	\$ <u>80.60</u>	\$ <u>80.60</u>
	M3857A-Wall Mount Bracket	1	EA	\$ <u>55.18</u>	\$ <u>55.18</u>
	M3858A-Defibrillator Wall Sign	10	EA	\$ <u>19.84</u>	\$ <u>198.40</u>
	M3859A-Secure-Pull Seal - 10 Pack	1	EA	\$ <u>6.20</u>	\$ <u>6.20</u>
	YC-Carrying Case, Plastic Waterproof Shell	1	EA	\$ <u>124.00</u>	\$ <u>124.00</u>
	989803133171-Temperature Control Carry Case-FR2+only	1	EA	\$ <u>235.60</u>	\$ <u>235.60</u>



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Item	Part Number and Description	Quantity	Unit	Unit Price	Extended Price
5.	<u>FR2+ Training Materials</u>				
	M3860-91900-Instructions for Use, FR2+, English	1	EA	\$ 12.40	\$ 12.40
	M3860-97800-Quick Reference Card, FR2, English	1	EA	\$ 3.10	\$ 3.10
	M3864A-Training & Admin Pack for FR2 Series	1	EA	\$ 124.00	\$ 124.00
	M3855A-Charger for FR2 Training & Admin Pack (includes US power cord)	1	EA	\$ 77.50	\$ 77.50
	M3864-90001-Reference Guide for Training & Admin Pack, FR2 Series	1	EA	\$ 12.40	\$ 12.40
	M5066-89100-HeartStart HS1 & RF2+ Toolkit, NTSC	1	EA	\$ 24.00	\$ 24.00
	M3752A-HeartStart AED Trainer 2 (includes Carrying Case, 1 set of Defibrillator Training Pads)	1	EA	\$ 216.38	\$ 216.38
	M3753A-Remote Control for AED Trainer 2	1	EA	\$ 30.38	\$ 30.38
	M3754A-Programming Kit for AED Trainer 2 (includes PC Cable and CD with software)	1	EA	\$ 18.60	\$ 18.60
	07-10900-Defibrillator Training Pads - 1 Set	1	EA	\$ 15.50	\$ 15.50
	07-11000-Defibrillator Trainer Carrying Case	1	EA	\$ 15.50	\$ 15.50
	M3871A-FR2 Series Infant/Child Training Pads	1	EA	\$ 27.90	\$ 27.90
	M3755A-Training Pads for AED Little Anne - 1 Set	1	EA	\$ 16.74	\$ 16.74
	M3756A-AED Little Anne Training System	1	EA	\$ 358.98	\$ 358.98
6.	<u>FRx Defibrillator</u>				
	861304-HeartStart FRx Defibrillator	17	EA	\$ 1,174.90	\$ 19,973.30
	<i>The HeartStart FRx Defibrillator includes an Owners Manual, Battery, SMART Pads II (1 set) and a Quick Reference Guide. The HeartStart FRx Defibrillator device includes a 5 year manufactures warranty at no charge. Battery includes a 4 year warranty. Other accessories include a 1 year warranty.</i>				
7.	<u>FRx Defibrillator Accessories</u>				
	M5070A-Battery, Long Life LiMin02 for HS1/FRx	17	EA	\$ 92.38	\$ 1,570.46
	989803139261-HeartStart SMART Pads II - 1 Set	17	EA	\$ 30.38	\$ 516.46
	989803139311-Infant/Child Key	17	EA	\$ 58.90	\$ 1,001.30
	68-PCHAT-Fast Response Kit	17	EA	\$ 25.42	\$ 432.14



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Item	Part Number and Description	Quantity	Unit	Unit Price	Extended Price
8.	<u>FRx Training Materials and Learning Products</u>				
	861306-HeartStart FRx Trainer	1	EA	\$ 207.70	\$ 207.70
	989803139321-FRx Training Toolkit (include Power Point presentations, presenters guide, student guide & trng DVD)	1	EA	\$ 18.60	\$ 18.60
	989803139341-FRx Product Training DVD	1	EA	\$ 9.30	\$ 9.30
	989803138731-FRx Owners Manual	1	EA	\$ 12.40	\$ 12.40
	989803138601-FRx Quick Reference Guide	1	EA	\$ 3.10	\$ 3.10
	989803139271-Training Pads II (Note: Infant/Child training applications, buy the Infant/Child key separately)	1	EA	\$ 46.50	\$ 46.50
	989803139291-Replacement Training Pads II (includes pads, wire and plug)	1	EA	\$ 18.60	\$ 18.60
	M5088A-Internal Manikin Adapters (compatible with HeartStart FRx Trainer 861306 only)	1	EA	\$ 18.60	\$ 18.60
	M5089A-External Manikin Adapter, 5 pack	1	EA	\$ 31.00	\$ 31.00
	M5090A-Adult Pads Placement Guide	1	EA	\$ 15.50	\$ 15.50
	989803139281-Infant/Child Pads Placement Guide	1	EA	\$ 15.50	\$ 15.50
9.	<u>Event Review Software</u>				
	861311-Option A01-HeartStart Review Express Connect Software	1	EA	\$ 52.70	\$ 52.70
	ACT-IR-Infrared Data Cable	1	EA	\$ 80.60	\$ 80.60
	M3834A-HeartStart Event Review Software-Single PC	1	EA	\$ 244.90	\$ 244.90
	989803141811-HeartStart Event Review Software-Organization-wide License	1	EA	\$ 616.90	\$ 616.90
	989803143051-HeartStart Case Capture Palm and Pocket PC Data download software	1	EA	\$ 48.98	\$ 48.98
	989803143041-HeartStart Configure Palm and Pocket PC Configuration software	1	EA	\$ 48.98	\$ 48.98
	861276-Option A01-HeartStart Event Review Pro Software, Single PC	1	EA	\$ 802.90	\$ 802.90
	861276-Option A02-HeartStart Event Review Pro Software, 3 PC	1	EA	\$ 1,856.90	\$ 1,856.90
	861276-Option A03-HeartStart Event Review Pro Software, Site License	1	EA	\$ 3,096.90	\$ 3,096.90



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Item	Part Number and Description	Quantity	Unit	Unit Price	Extended Price
10.	<u>FR2+ and FRx Cross-Compatibility</u>				
	05-10000-HeartStart Pads Adapter (QUICK-COMBO)	1	EA	\$ 24.18	\$ 24.18
	05-10200-HeartStart Pads Adapter (Barrel-Style)	1	EA	\$ 24.18	\$ 24.18
	<u>38 % off catalog for any products not listed.</u>				



QUESTIONNAIRE

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Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: City of Los Angeles, California
Contact: Valerie Munioz - PAD Program Coordinator
Address: 2300 Stadium Way
Los Angeles, CA 90012
Phone: 213-485-5531

2. Company: City of Glendale, Arizona
Contact: Chuck Montgomery - Deputy Chief, Health and Safety
Address: 6835 N 57th Drive
Glendale, AZ 85301
Phone: 623-930-3413

3. Company: Phoenix Fire Department
Contact: Dr. John Gallagher - Medical Director, Phoenix Fire
Address: 2625 S 19th Avenue
Phoenix, AZ 85009
Phone: 602-261-8913



QUESTIONNAIRE

Solicitation Number: **P08-0090**

**Materials Management
Procurement**

8314 West Cinnabar Avenue
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Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

Response to Specifications –Solicitation Number P08-0090 Automated External Defibrillators (AED)

II. VENDOR REQUIREMENTS

A. The vendor must have been in the AED business for a minimum of five (5) years.

Compliant

B. Company must provide local representation with representatives servicing the State of Arizona.

Leslie Neville, Philips Representative: 1-800-218-2045 ext. 6227

III. MODEL REQUIREMENTS

City PAD Program: Initial Purchase – Anticipated to be at 17 FRX AED's and related equipment

City First Responder – Anticipated to utilize the FR2+ model

All specifications listed in this response include both FRx and FR2+ model AEDs unless otherwise specified for only one of the two models

IV. TECHNICAL REQUIREMENTS

A. All Units

1. Structure

a. Weigh no more than seven (7.00) pounds with the battery installed.

FRx: 3.5 pounds (including battery and pads)

FR2+: 4.7 pounds (including battery and pads)

2. Data Storage

a. Capability to collect and electronically store up to sixty (60) minutes of event and electrocardiogram (ECG) data.

FRx: Stores the first 15 minutes of ECG data and entire incident's events and analysis decisions.

FR2+: Records up to 8 hrs of event and ECG data, can record one hour if voice recording is activated with the use of optional data card.

b. Ability to transfer and analyze data. Software must be PC compatible. At least two (2) units of such a software program must be included.

Compliant - The City can utilize Philips' free online HeartStart Review Express software to view and print ECG information
www.medical.philips.com/goto/ReviewExpress.

PHILIPS

Response to Specifications - Request for Proposal No. P08-0090 Automatic External Defibrillators (AED)

Page 1

Response to Specifications - Request for Proposal No. P08-0090 Automatic External Defibrillators (AED)

Philips' Event Review software can be purchased separately and will allow users to download patient data and view it on your PC, annotate it with comments, and add basic response and patient status information. Files can be saved to a database allowing ad hoc case queries and case reports.

3. Protocols

- a. Conform to current (2005) American Heart Association protocols

Compliant

- b. Permit modification of device settings to match prevailing protocols through software or otherwise. Modifications shall only be able to be made by the owner and not the average user.

Compliant

- c. Patient analysis algorithm that derives Shock/No shock decisions

Compliant

4. Operation

- a. Deliver therapy using a biphasic waveform and automatically adjust parameters as a function of chest impedance during delivery of the waveform

Compliant

- b. Require no further activation than the one (1) on/off button and one (1) shock button

Compliant

- c. Display supporting Text Prompts using a high-resolution liquid crystal display (LCD) with bright back-light (and ECG, if configured)

FR2+: Compliant

FRx: No text display

5. Batteries

- a. Regular batteries provide an operating capacity of 300 full energy shocks or twelve (12) hours of "On" time or a Standby time that is typically five (5) years (four (4) years minimum)

FR2+: Compliant

FRx: Minimum 200 full energy shocks or (4) hours of "On" time or a Standby time that is typically five (5) years (four (4) years minimum)



Response to Specifications - Request for Proposal No. P08-0090 Automatic External Defibrillators (AED)

6. Pads must also be available for pediatric applications (specifically for children eight (8) years old or younger or fifty-five (55) lbs. or less in weight).

FR2+: Compliant - Infant/Child Defibrillation Pads (M3870A)

FRx: Compliant – Infant/Child Key for use with Adult SMART Pads (989803139311)

7. In semi-automatic mode, the AED must fully disarm the capacitor internally under any of the following conditions:

a. A no shock decision is reached

Compliant

b. The AED is turned off

Compliant

c. Thirty (30) seconds after arming if the shock button is not pressed

Compliant

d. The defibrillation pads are removed from the patient or the pads connector is disconnected from the AED.

Compliant

8. Testing

a. Perform at least daily self-diagnostic tests

Compliant

b. Visually display results of such tests, including low battery alerts

Compliant

c. Notify user of possible sub-par performance immediately, indicated prior to, during, and after testing

Compliant

d. Verify calibration during self-testing without requiring the use of an external device

Compliant

B. High Durability Units. High durability units are those best suited for outdoor or law enforcement useage. These units may be at risk for water submersion, storage in vehicles reaching in excess of 125 degrees Fahrenheit or below freezing and drops from storage on bicycles. In addition to those requirements for All Units listed above, High Durability Units shall:



Response to Specifications - Request for Proposal No. P08-0090 Automatic External Defibrillators (AED)

1. Function correctly and accurately when stored at extreme temperatures

Compliant: when stored at temperatures ranging from 32 – 122 degrees Fahrenheit

2. Possess a minimum rating of IP54

Compliant

3. Withstand a drop of one (1) meter to any edge, corner, or surface and remain fully operational

Compliant

V. TRAINING REQUIREMENTS

- A. Training materials proposed must be compliant with current (2005) American Heart Association standards

Compliant

- B. CPR/AED training equipment must be easily sanitized

Compliant

VI. SERVICING REQUIREMENTS

1. Units shall come with a minimum five (5) year warranty

Compliant

2. Units being serviced shall be replaced by a loaner of equal or higher quality, at no charge to the City, upon the original unit's removal from the premises

Units needing service and covered under warranty shall be replaced by a unit of equal quality at no charge to the City, upon the original unit's return to Philips. The replacement unit is not a loaner and the original unit will not be returned to the City.

3. Technical service shall be available twenty-four (24) hours, seven (7) days a week

General customer service for first level troubleshooting for AED equipment is available via a toll free number (800) 263-3342 7am – 5pm PST, excluding weekends and National/Philips holidays. AED equipment warranty support is also provided by the Seattle location via the 800 number listed above.

Customers who call outside of regular business hours may receive a return call within 60 minutes if the situation is flagged as a critical technical issue, if not the caller will receive a return call during the next business day. All second and third level technical issues are escalated to the Customer Solutions Department where they are systematically tracked to resolution.



Response to Specifications - Request for Proposal No. P08-0090 Automatic External Defibrillators (AED)

4. Units shall only require preventative maintenance that can be performed by the user. Preventative maintenance must not require outside assistance

The HeartStart FR2+ and FRx comply. Both units conduct thorough self-tests and notify user of issues

5. The vendor shall have local representation available to reprogram the units should AHA protocols and standards change. The vendor will perform the upgrades at no additional cost to the City for the entire warranty period of the AED device

Philips shall have local representation available to reprogram devices purchased under this contract and covered under warranty, should AHA protocols and standards change. The upgrades will be performed at no cost to the City.

CERTIFICATE OF INSURANCE

Issue Date: 5/21/08

<p>PRODUCER Aon Risk Services, Inc. of New York 199 Water Street New York, New York 10038</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
<p>COMPANIES AFFORDING COVERAGE:</p>	
<p>INSURED: Philips Electronics North America Corp. Philips Medical Systems</p>	<p>COMPANY LETTER A National Union Fire & Insurance Company COMPANY LETTER B Greenwich Insurance Company COMPANY LETTER C XL Specialty Insurance Company</p>

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	AMOUNTS
A	GENERAL LIABILITY	GL 721-8588	12/31/2007	12/31/2008	GENERAL AGGREGATE PRODUCTS-COMP/OP INCL IN GEN. AGG PER OCCURRENCE PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MED EXP (ANY ONE PERSON)	\$6,000,000 INCL ABOVE \$2,000,000 \$2,000,000 \$ 500,000 \$ 10,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE FORM					
B	AUTOMOBILE LIABILITY	RAD943710803 – AOS RAD943711003 – MA	12/31/2007	12/31/2008	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	Combined Single Limit: \$2,000,000 Any auto
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	EXCESS LIABILITY					
	UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	RWD943507402 – AOS RWR943507302 – WI RWE943507502 – (OH,WA,WV)	12/31/2007	12/31/2008	WC STATUTORY BENEFITS EMPLOYER LIABILITY: EACH ACCIDENT EACH EMPLOYEE POLICY LIMIT	Statutory \$1,500,000 \$1,500,000 \$1,500,000 Excess WC \$1,500,000
	EXCESS WORKERS COMPENSATION		12/31/2007	12/31/2008		

Description of Operations/Location/Vehicles/Special Items:
All operations in the United States and Canada (see page 2). The certificate holder named below is additional insured under the Vendors' Broad Form referenced on page 2. Coverage includes Host Liquor Liability.

<p>CERTIFICATE HOLDER RFP#P08-0090 City of Peoria 8314 West Cinnabar Avenue Peoria, AZ 85345</p>	<p>CANCELLATION Should any of the above described policies be cancelled before for expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative.</p> <p style="text-align: center;"><i>George Russ</i></p> <p>AUTHORIZED REPRESENTATIVE: GEORGE RUSS, Aon Risk Services</p>
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The policies on Page 1 of the Certificate provide coverage for:

- All operations of the Insured including Independent Contractors, Products, Completed Operations and Contractual Liability.
- The Additional Interest of Lessor as respects premises leased to the Insured.
- Automobile Coverage for all owned, non-owned and hired automobiles.
- The Additional Interest of Lessor as respects vehicles leased to the Insured.
- WC in ALL states excluding Monopolistic States where the insured is not a qualified self-insurer and Canadian Accident Fund.

GL 721-8588

ADDITIONAL INSURED – VENDORS
This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any Vendor for whom the Named Insured has agreed in writing prior to loss to provide this coverage	All Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1.** The insurance afforded the vendor does not apply to:
 - a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b.** Any express warranty unauthorized by you;
 - c.** Any physical or chemical change in the product made intentionally by the vendor;
 - d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1)** The exceptions contained in Sub-paragraphs d. or f.; or
 - (2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0090 Page 1 of 2
Description: Automatic External Defibrillators (AEDs)
Amendment No: One (1) Date: 07/22/08

Buyer: Lisa Houg, CPPB

P08-0090, ACON 30008 is being amended to reflect changes to the Price Sheet.

Section 2. FR2+ Accessories.

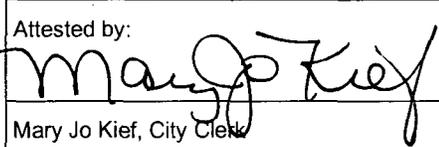
DP2 – HeartStart AED Defibrillator Pads (2 pack) and DP6 – HeartStart AED Defibrillator Pads (6 pack) are no longer orderable. The new part numbers and prices are listed below:

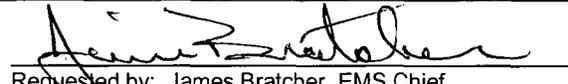
FR2+ Pads (1 pack), Product No. 989803158211, Contract Unit Price - \$23.25
FR2+ Pads (5 pack), Product No. 989803158221, Contract Unit Price - \$98.49

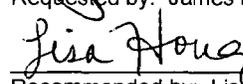
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	7-23-08	Amy Rosenleaf, Contracts Manager	Philips Medical Systems North America Company
Signature	Date	Typed Name and Title	Company Name

2301 Fifth Ave, Suite 200	Seattle	WA	98121
Address	City	State	Zip Code

Attested by:

Mary Jo Kief, City Clerk

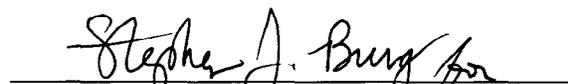

Requested by: James Bratcher, EMS Chief


Recommended by: Lisa Houg, Contract Officer



City Seal

CC Number
ACON30008A
Contract Number:
Official File


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

8/8/08, 2008, at Peoria, Arizona.
Herman F. Koebergen, Materials Manager

A CON 30008A

Philips Healthcare

2301 Fifth Avenue, Suite 200
Seattle, Wa. 98121-1825

July 14, 2008

Ms. Lias Houg
Peoria, City of
Materials Management
8314 West Cinnabar Avenue
Peoria, AZ 85345

**Re: Philips Healthcare New Product Numbers for Heartstart FR2+ Defibrillator Pads
Customer Contract #: MH476**

Dear Ms. Houg,

This letter is to notify you that Philips Healthcare is changing the packaging for the Heartstart FR2+ Defibrillator Pads. Effective immediately, Philips will offer defibrillator pads in 1 and 5 packs for purchase. Our previous part numbers, DP2 (2-Pack) and DP6 (6-Pack), will no longer be orderable.

Please update your ordering records with the new part numbers and prices listed below to avoid any delays with placing orders.

<u>Item Description</u>	<u>New Product No.</u>	<u>New List Price</u>	<u>Contract Price</u>
FR2+ Pads (1-Pack)	989803158211	\$37.50	\$23.25
FR2+ Pads (5-Pack)	989803158221	\$149.17	\$98.49

If you have any questions regarding these changes, please contact your Philips Sales Representative or Philips Customer Service at 800-263-3342.

Sincerely,



Anita Rodgers,
Sr. Mgr. Finance and Sales Operations
Philips Healthcare



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P08-0090 Page 1 of 2
Description: Automatic External Defibrillators
Amendment No: Two (2) Date: 4/13/09

Buyer: Lisa Houg

A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 05/24/09 to 05/23/10.**

B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:

- 3. APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Elaine Chambers, Director
of Order Processing

Philips Medical Systems North
America Company

Signature

Date

Typed Name and Title

Company Name

3000 Minuteman Road

Andover

MA

01800

Address

City

State

Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by: Jim Bratcher, EMS Chief, Fire Dept.
Recommended by: Lisa Houg, Contract Officer
Ellen Van Riper, Assistant City Attorney

CC Number

ACON30008B

Contract Number:

Official File



City Seal

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
_____ at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

ACON30008B



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0090

Page 2 of 2

Description: Automatic External Defibrillators

Date: 4/13/09

Amendment No: Two (2)

Buyer: Lisa Houg

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



CONTRACT AMENDMENT

Materials Management Procurement
 8314 W. Cinnabar Ave.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No: P08-0090 Page 1 of 3
 Description: Automatic External Defibrillators (AEDs)
 Amendment No: Three (3) Date: 07/07/09

Buyer: Lisa Houg, CPPB

P08-0090, ACON 30008 is being amended to reflect changes indicated below:

The Philips HeartStart FR2+ Models M3860A and M3861A of Automated External Defibrillators (AEDs) have been discontinued and will no longer be available for purchase.

Philips will continue to honor the standard five- year warranty for all currently installed FR2+ AEDs, as well as the optional two-year warranty extension available in the U.S. Supplies, training accessories, and technical support for the FR2+ will continue to be available.

See attached letter from Philips dated May 29, 2009.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<u><i>Elaine Chambers</i></u> Signature	<u>2/8/09</u> Date	<u>Elaine Chambers, Director of Order Processing</u> Typed Name and Title	<u>Philips Medical Systems North America Company</u> Company Name
--	-----------------------	--	--

<u>3000 Minuteman Road</u> Address	<u>Andover</u> City	<u>MA</u> State	<u>01800</u> Zip Code
---------------------------------------	------------------------	--------------------	--------------------------

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk



City Seal

CC Number

ACON30008C
Contract Number:

Official File

James Bratcher
Requested by: James Bratcher, EMS Chief

Lisa Houg
Recommended by: Lisa Houg, Contract Officer
Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
July 22, 2009, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager
for



Philips Healthcare

HEARTSTART FR2+ END-OF-LIFE BULLETIN

Philips Healthcare is announcing that, as of May 18, 2009, orders for the HeartStart FR2+ (M3860A, M3861A, M3840A, and M3841A) automated external defibrillator (AED) will no longer be accepted. After nine years on the market, the FR2+ is being discontinued.

Philips will continue to honor the standard five-year warranty for all currently installed FR2+ AEDs, as well as the optional two-year warranty extension available in the United States. Supplies, training accessories, and technical support for the FR2+ will continue to be available.

For customers who require ECG display voice recording, extended ECG recording, manual override, or three-lead ECG, Philips is actively investigating the feasibility of offering refurbished HeartStart FR2+ devices. For those customers who do not need these features, Philips suggests consideration of the HeartStart FRx AED.

The FRx offers many of the same outstanding features as the FR2+, such as the same consistent, reassuring "voice" customers are already used to; the same pads hand-off capability to arriving EMS, daily self-testing, and compatibility with Philips data management software. In addition, the FRx offers many benefits not shared by the FR2+. Compared to the FR2+, the FRx is:

- Less expensive to own in most environments
 - lower five-year cost of ownership
 - same pads for both adult and pediatric defibrillation
- Easier to use
 - pre-connected pads
 - CPR Coaching
 - voice prompts paced to the responder's action
 - an Infant/Child key that automatically reduces the delivered therapy to a level appropriate for a patient under 8 years old or less than 55 lbs (25 kg)
- More robust (500 lbs crush, IP55 rated enclosure)
- Quicker in shock delivery, typically within 8 seconds from the end of the patient care pause, compared to 10 seconds for FR2+.

Philips continues to shape the future of AED technology. We appreciate the loyalty of our customers and remain committed to providing products of the highest quality.

If you have questions, please contact your sales representative. In the U.S., the Philips Customer Service Team is also available to assist you at 1-800-263-3342.



Philips Healthcare

May 29, 2009

City of Peoria
Attn: Lisa Houg, CPPB
8314 West Cinnabar Avenue
Peoria, AZ 85345

RE: Removal of Philips HeartStart FR2+ Models of Defibrillators from Philips' Agreement MH476 between the City of Peoria and Philips Healthcare

Dear Ms. Houg:

Philips Healthcare f/k/a Philips Medical Systems, a division of Philips Electronics North America ("Philips") has discontinued its HeartStart FR2+ models (M3860A and M3861A) of automated external defibrillators ("AEDs"). Please be informed that these products need to be removed from the contract referenced above.

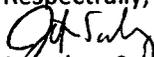
Philips will continue to honor the standard five-year warranty for all currently installed FR2+ AEDs, as well as the optional two-year warranty extension available in the United States. Supplies, training accessories, and technical support for the FR2+ will continue to be available.

Please indicate your acknowledgement of this change to your contract by having an authorized representative sign below. Fax the signed letter to my attention at (978) 856-3552.

If you would like to discuss this change to your contract, please contact me at (978) 659-7306. If you or the users of your contract have questions or concerns regarding alternatives to the FR2+ AED models, please contact your sales representative, Ms. Heather McLeod at (602) 740-6101.

We appreciate the loyalty of our customers and remain committed to providing products of the highest quality.

Respectfully,


Jonathan Sahady
Contracts Manager

The signatories of this letter hereby acknowledge and agree to remove Philips FR2+ AEDs (M3860A and M3861A) from the contract referenced above, with all remaining terms and conditions to remain unchanged and in full force and effect.

Philips Healthcare

City of Peoria:

Elaine Chambers
Authorized Signatory Title

Authorized Representative

Herman Koebergen, Materials Manager
Title

July 15, 2009

Date: May 29, 2009

Date

ORIGINAL



CONTRACT AMENDMENT

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No: P08-0090 Page 1 of 1
 Description: Automatic External Defibrillators (AED's)
 Amendment No: Four (4) Date: 3/3/2010

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 5/23/10. **CONTRACT EXTENSION TWO (2)**

The New Contract Term Is:

Contract Term: 05/24/10 TO 05/23/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Elaine Chambers 4/17/10
 Signature Date

Elaine Chambers, Director
 Order Processing
 Typed Name and Title

Phillips Medical Systems North
 America Company
 Company Name

3000 Minuteman Road
 Address

Andover
 City

MA
 State

01800
 Zip Code

Attested by:

Mary Jo Waddell

Mary Jo Waddell, City Clerk

Jim Bratcher
 Requested by: Jim Bratcher, EMS Chief, Fire Dept

Lisa Houg
 Recommended by: Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
 April 16, 2010, at Peoria, Arizona.

Herman F. Koberger
 Herman F. Koberger: Materials Manager



CC Number

ACON30008D
 Contract Number:

Official File

City Seal

(Rev 02/11/10)

A CON 30008D



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P08-0090 Page 1 of 1
Description: Automatic External Defibrillators (AED's)
Amendment No. Five (5) Date: 1/31/11

Buyer: Lis Houg

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 05/23/11.

THE NEW CONTRACT TERM:

Contract Term: 05/24/11 to 05/23/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Elaine Chambers 2/1/11
Signature Date

Elaine Chambers, Director
Order Processing
Typed Name and Title

Phillips Medical Systems
North America Company
Company Name

3000 Minuteman Road
Address

Andover
City

MA
State

01800
Zip Code

Attested By:

Wanda Nelson

Wanda Nelson, City Clerk

Thomas Solberg

Director: Thomas Solberg, Fire Chief

Jim Bratcher
Project Manager: Jim Bratcher, EMS Chief

CC Number

ACON30008E
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney
Ellen Van Riper Assistant City Attorney

The above referenced Contract Amendment is hereby Executed

February 24, 2011
at Peoria, Arizona

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



City Seal

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(Rev 01/05/09)

Official File

A CON 30008E



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P08-0090 Page 1 of 1
Description: Automatic External Defibrillators (AED's)
Amendment No. Six (6) Date: 3/7/2012

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 05/23/12. LAST YEAR OF CONTRACT.

THE NEW CONTRACT TERM:
Contract Term: 05/24/12 to 05/23/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Margaret M. [Signature] 3/7/2012 *Sr. Mgr. Comm. Contracts* Phillips Medical Systems
Signature Date Typed Name and Title Company Name
North America Company

3000 Minuteman Road
Address

Andover
City

MA
State

01800
Zip Code

Attested By:

Wanda Nelson

Wanda Nelson, City Clerk

Stacy Irvine

Fire Department: Stacy Irvine, Interim Fire Chief

Jim Bratcher
Department Rep: Jim Bratcher, EMS Chief

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney



CC Number

ACON30008F
Contract Number

The above referenced Contract Amendment is hereby Executed

March 26, 2012 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Management Supervisor

City Seal

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(Rev 01/05/09)

Official File

A CON 30008F