

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**AUTOMATIC EXTERNAL DEFIBRILLATOR AND ACCESSORIES**

State of Utah Contract #: PA4868

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Master Agreement #: OK-SW-300

Contractor: Stryker Sales, LLC acting through its Medical

Division Participating Entity: **STATE OF UTAH**

Participating Entity Contract #PA4868

**Participating Addendum Terms and Conditions:**

1. Scope: This addendum covers AED and Medical Accessories led by the NASPO for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Administrative Fee: 0.25% (One Quarter of one percent) and will apply per Section 35 of Attachment A.
4. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO Master Agreement. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
5. Order of Precedence:  
Attachment A: Terms and Conditions for Goods and Services  
Attachment B: Master Agreement  
**Any conflicts between Attachment A and Attachment B will be resolved in favor of Attachment A.**  
All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #EV00000354
6. Participation: This NASPO for Stryker Sales, LLC Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by an Eligible User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Stryker Sales, LLC acting through its Medical Division
Address:	11811 Willows Rd NE, Redmond, WA 98052
Telephone:	800-442-1142
Email:	Ken.stiverson@stryker.com
Vendor Number:	11720JA
Commodity Codes:	42190, 93856

State of Utah Division of Purchasing

Name:	State of Utah, Division of Purchasing, Susan Booth
Address:	4315 South 2700 West Fl 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7151
Email:	sbooth@utah.gov

**Additional Terms and Conditions** The following terms and conditions will apply to this participating addendum. Item # 58 has been negotiated and mutually agreed upon by all parties.

**ATTACHMENT A**

**ATTACHMENT A: STATE OF UTAH COOPERATIVE STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
  - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
  - f) "**Division**" means the Division of Purchasing and General Services.
  - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
  - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
  - i) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
  - j) "**Procurement Item**" means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
  - k) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
  - l) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services

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- include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- m) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - n) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - o) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
  - p) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
  3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
  4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
  5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
  6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
    - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
    - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to

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verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this

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Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.
18. Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.
19. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
  - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
  - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of the Procurement Item(s) under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
  - d. Other insurance policies required in the Solicitation.

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Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

20. **RESERVED.**

21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

22. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

23. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

24. If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

25. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

26. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act, as amended. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

27. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

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28. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
29. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
  30. Contractor has received payment for the Custom Deliverables,
  31. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the Procurement Item(s) performed under this contract ("Background IP"), and
  32. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the Procurement Item(s), or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Procurement Item(s) (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Procurement Item(s) or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
  33. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.
  34. Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
35. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
36. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from

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the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

37. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
38. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

39. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
40. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
41. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
42. **REPORTS AND FEES:**
- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
  - b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor..>
  - c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

End Reports Due	
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**AUTOMATIC EXTERNAL DEFIBRILLATOR AND ACCESSORIES**

State of Utah Contract #: PA4868

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- d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
  - e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
43. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
44. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment.. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
45. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
46. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.
47. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
48. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
49. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
50. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s) supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
51. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
52. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
53. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of the Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
54. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

**AUTOMATIC EXTERNAL DEFIBRILLATOR AND ACCESSORIES**

State of Utah Contract #: PA4868

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55. **STANDARD OF CARE:** The Procurement Item(s) performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
56. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
57. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
58. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); and (iii) Attachment B(iv). Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
59. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
60. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
61. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
62. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
63. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
64. **TIME IS OF THE ESSENCE:** Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
65. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
66. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.

State of Utah Cooperative Contract

**PARTICIPATING ADDENDUM**

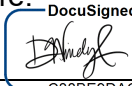
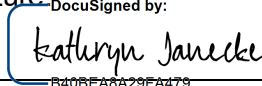
**AUTOMATIC EXTERNAL DEFIBRILLATOR AND ACCESSORIES**

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67. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a “forced labor product” as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a “restricted foreign entity,” as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: Stryker Sales LLC
Signature: <small>DocuSigned by:</small> 	Signature: <small>DocuSigned by:</small> 
Name: Windy Aphayrath <small>G38BF9DAC528424</small>	Name: Kathryn Janecke <small>B40BEA8A29FA479...</small>
Title: Chief Procurement Officer	Title: Sr. Director, Commercial Operations
Date: 9/16/2025	Date: 9/15/2025

ATTACHMENT B NASPO MASTER AGREEMENT

**Procurement Master Agreement  
Automated External Defibrillator (AED) & Accessories  
Issued by  
The State of Oklahoma**



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# **Procurement Master Agreement**

## **Automated External Defibrillator (AED) & Accessories**

**Issued by**

**The State of Oklahoma**

**In collaboration with**

**NASPO Value Point**




The Manufacturer identified below is hereby notified that a contract is being awarded in connection with solicitation number EV00000354, Oklahoma Statewide SW0300, which opened November 17, 2023.

**Now, Therefore**, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused the Master Agreement to be duly executed and agree to terms contained herein.


**STATE OF OKLAHOMA  
by and through the  
OFFICE OF MANAGEMENT AND  
ENTERPRISE SERVICES**

**Stryker Sales, LLC, through Medical Div.**

By:   
Amanda Otis (Jul 22, 2024 16:36 CDT)  
Name: Amanda Otis  
Title: State Purchasing Director  
Date: 07/22/2024

Anne Mullally  
By: Anne Mullally (Jul 18, 2024 14:46 EDT)  
Name: Anne Mullally  
Title: VP/GM Stryker Emergency Care  
Date: 07/18/2024

**Reviewed & approved by**

OMES Legal:   
Beth Vincent (Jul 22, 2024 16:32 CDT)  
Date: 07/22/2024



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## Procurement Master Contract

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## Procurement Master Contract

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### Contract Summary

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This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and STRYKER SALES LLC. (“Supplier”) and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is two (2) years and there are three (3) additional one-year period options to renew the Contract.

#### Purpose

The purpose of this contract is to have established a competitive contract for use by participating entities to obtain FDA approved Automatic External Defibrillator (AED) Units and Accessories. As more particularly described in certain Contract Documents found herein. This contract will be made available to all levels of state, local and county government agencies as well as other public agencies authorized to utilize this contract. A contract may be awarded to one or more AED manufacturers.

This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to manufacturer.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Exhibit A, NASPO ValuePoint Master Terms and Conditions
  - 2.2. Exhibit B, Scope of Work
  - 2.3. Exhibit C, Cost
  - 2.4. Exhibit D, Value Add, Procure Terms
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.



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## Procurement Master Contract

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### EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

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#### I. Definitions:

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a



Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## II. Term of Master Agreement

- 2.1 **Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement



will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

### III. Order of Precedence

**3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:

- 3.1.1** A Participating Entity’s Participating Addendum (“PA”);
- 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
- 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 3.1.4** The Solicitation or, if separately executed after award, the Lead State’s bilateral agreement that integrates applicable provisions;
- 3.1.5** Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

**3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

**3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

### IV. Participants and Scope

**1.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

**1.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their



Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

- 1.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 1.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 1.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 1.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.



- 1.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement.
- 1.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 1.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 1.10 **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity’s opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

**V. NASPO ValuePoint Provisions**

- 5.1 **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 **Administrative Fees**
  - 5.2.1 **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty



(60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

**5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### **5.3 NASPO ValuePoint Summary and Detailed Usage Reports**

**5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Contractor is responsible for reporting all sales made under this contract, whether those sales are made by distributors or the manufacturer directly. Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.



- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive



summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

**5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

- 5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating



Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing, and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.4.5 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

## **VI. Pricing, Payment & Leasing**

- 6.1 Pricing.** The prices contained in this Master Agreement offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal



guarantee period and must be made at least 30 days prior to the effective date.

**6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

**6.1.4** No retroactive adjustments to prices or rates will be allowed.

**6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or in accordance with law, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received whichever is later. In the event a Purchasing Entity wishes to dispute an invoice or portion thereof, the Purchasing Entity must notify the Contractor in writing within 30 days of its receipt of the disputed invoice. The writing must provide Contractor with sufficient detail regarding the basis and amount of the dispute. If the Purchasing Entity does not dispute an invoice within 30 days of its receipt, the invoice will be deemed to have been approved by the Participating Entity. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

**6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms, and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## VII. Ordering

**7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.



- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement subject to availability. Notwithstanding, shipment of Products remains subject to Product availability. Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.2** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.3** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of



such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

**7.5.4** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

**7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

**7.6.1** The services or supplies being delivered;

**7.6.2** A shipping address and other delivery requirements, if any;

**7.6.3** A billing address;

**7.6.4** Purchasing Entity contact information;

**7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

**7.6.6** A not-to-exceed total for the products or services being ordered; and

**7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

**7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

**7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to Title 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.



## VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

## IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section



IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

- 9.3 Inspection.** All Products are subject to a reasonable inspection period not to exceed thirty (30) calendar days following delivery. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, a right to audit no more than once annually at requestor's expense. Such an audit may include monitoring and evaluating performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are used, subject to Contractor's warranty.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed. Notwithstanding, the determination of whether re-performance is possible and the value of such reduction of Contract price must be agreed to by both parties.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days,



unless otherwise specified, starting from the day after the Product is delivered.

- 9.5.2** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.3** The contractor shall pay all costs for any products which do not pass Acceptance Testing of shipping of Product returned pursuant to the section.
- 9.5.4** Except as set forth herein, no Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met, which in no event shall exceed 30 days.

## X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants that: (i) Contractor has good title to Products shipped directly to Purchasing Entity or Participating Entity, free of all liens, claims and encumbrances; (ii) the Products will, at the time of manufacture, in all material respects have been manufactured in conformance with the Product specifications; and (iii) the Products will in all material respects, at the time of shipment, meet the technical specifications set forth in the FDA-approved or cleared labeling. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.3 Breach of Warranty.** In accordance with the warranty set forth as Addendum D to this Agreement the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor.



**10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

**XI. Product Title**

**11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

**11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**11.3 License of Pre-Existing Intellectual Property.** Contractor grants Customer a nonexclusive and transferable right to use the computer software package ("Licensed Software"). The License shall continue as long as Customer continues to own the product. Should Customer transfer the computer software package, the right to use the Licensed Software shall transfer with it. The License does not include any right to use the Licensed Software for purposes other than operation of the product. The License shall not affect the exclusive ownership by Contractor of the Licensed Software or any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Contractor related to the Licensed Software. Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software. The Licensed Software will be used only on the products provided under this Master Agreement. Customers may transfer the Licensed Software in connection with the sale or transfer of the products provided under this Master Agreement.

**XII. Indemnification**

**12.1 General Indemnification.** In its performance under this Master Agreement, Contractor shall defend, indemnify and hold harmless



NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees (Collectively, "Indemnified Party"), from and against third-party claims related to bodily injury, including death or damage to personal property which Non-Stryker party may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the negligence or willful misconduct or violation of applicable law by Contractor, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from: (a) the negligence of any person other than an employee or agent of Contractor; (b) the failure of any person other than an employee or agent of Contractor to follow any labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from Contractor, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Contractor.

**12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify, and hold harmless Indemnified Party from and against third-party liability and/or damages or causes of action including reasonable attorneys' fees and related costs arising directly out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim"). provided that the Products and instrumentation are used in accordance with approved labeling.

**12.2.1** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information, and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

**12.2.2** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.



### XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers authorized to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The required limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations liability, contractual liability, bodily injury (including death), personal and advertising injury liability, and property damage, with a limit of \$1 million per occurrence and \$2 million general aggregate.
- 13.3.2** The contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Certificates of all required insurance shall include evidence that Contractor shall provide Participating Entity, who is a state, at least 30 days advance written notice of expiration, cancellation or nonrenewal of such policy(ies).
- 13.5 Notice of Endorsement.** provide to the Lead State a written endorsement to the Contractor's general liability insurance policy that provides that, except with respect to any claim or loss that arises from the negligence or willful misconduct of Participating State, the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and



documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. ACORD Form 25 is sufficient. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Self-Insurance.** Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to comply with these insurance requirements through a program of self-insurance.
- 13.9 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

#### **XIV. General Provisions**

- 14.1 Records Administration and Audit.** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

- 14.1.1** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the



applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor’s records.

**14.1.2** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

**14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

**14.2.1 Confidentiality.** Parties acknowledge that it and its employees or agents may, in the course of providing or receiving a Product or Service under this Master Agreement, may be exposed to or acquire information that is confidential.

**14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by receiving party or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity’s records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity (“Confidential Information”).

**14.2.1.2** Any reports or other documents or items (including software) that result from the use of Confidential Information shall be treated in the same manner as the Confidential Information.

**14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor’s possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing



Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

  - 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
  - 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
  - 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this



Master Agreement or at Purchasing Entity’s request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

**14.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor’s breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**14.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**14.2.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor’s obligations under this section will also extend to NASPO ValuePoint’s Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.



- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.
- 14.2.7 Contractor Confidential Information.** Contractor Confidential information shall mean information in any form, disclosed, or made available by Contractor that meets the applicable jurisdiction's definition of confidential, proprietary, or otherwise non-public information. Contractor Confidential Information shall not include any information that: (i) was rightfully in the receiving party's possession prior to Contractor's disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by the receiving party or its Partners without the use of or reference to Contractor Confidential Information; (iii) is now, or hereafter becomes, publicly available other than through disclosure by the receiving party in breach of this Master Agreement or any Participating Addendum; (iv) is identified by the Contractor to receiving party as no longer confidential; or (v) is, or is included in, any Contract Document, Contractor Confidential Information shall be afforded the same protections as Confidential Information under Section 14.2; provided, however, that nothing herein shall prohibit Lead State or any Participating Entity from disclosing any Contractor Confidential Information to the extent required by applicable law (including, for clarity, applicable freedom of information laws).
- 14.3 Assignment/Subcontracts**
- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Notwithstanding the foregoing, Contractor may assign this Master Agreement without consent of Lead State to a wholly owned subsidiary of Contractor, provided that the wholly owned subsidiary is not suspended, debarred, or otherwise ineligible to hold a contract with the Lead State. Any purported assignment in violation of the preceding sentence will be void.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract



administration duties, to NASPO ValuePoint and other third parties.

- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, a Participating Entity or contractor may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war or any other delays which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an



event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of material contractual requirements;
  - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
  - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
  - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Participating Entity or Contractor, or the appointment of a receiver or similar officer for Participating Entity Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - 14.8.1.5** Any material default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of Thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all the following remedies:
- 14.8.3.1** Any remedy provided by law;



- 14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;
  - 14.8.3.3 Suspension of Contractor from being able to respond to future bid solicitations;
  - 14.8.3.4 Suspension of Contractor’s performance; and
  - 14.8.3.5 Withholding of payment until the default is remedied.
- 14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 14.9 **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 14.10 **Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time



any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

#### **14.11 No Waiver of Sovereign Immunity**

**14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **14.12 Governing Law and Venue**

**14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

**14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a



Participating Addendum will be in the Purchasing Entity's state.

- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.
- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 15 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.



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## Procurement Master Contract

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### EXHIBIT B: SCOPE OF WORK

#### I. Master Agreement Objectives:

- A. The objective of this Contract is to maintain a full catalog offering and best value pricing for both semi and fully automated AED Units and associated accessories.
- B. Master Agreement awards will only be made to manufacturers. Manufacturers should include, as a part of their response, information of approved distributors through which Participating Entities can purchase products offered in the Master Agreement. All approved distributors must be identified using the provided form in Attachment L, Approved Distributor List and maintained with the Lead State throughout the life of the contract.

#### II. Master Agreement Deliverables:

- A. AED Units that are approved by the FDA:
  - Category I: Fully Automated
  - Category II: Semi-automated
- B. AED Accessories

A list of the most used consumables and accessories have been identified below:

- i. Batteries
- ii. Adult Pads (electrodes)
- iii. Pediatric Pads (electrodes)
- iv. Carrying Cases
- v. Wall Mount Kits
- vi. Fast Response Kits

#### C. Value-Add products and services.



### **III. Contractor Responsibilities**

#### **A. Contractor Point of Contact for National Cooperative.**

All Contractors must identify a single point of contact, along with a direct phone line and email address they can be reached. This single point of contact shall be the primary contact for both the Lead State and any Participating Entities wishing to sign a Participating Addendum or regarding the resulting Master Agreement.

#### **B. Ordering/Invoicing**

1. There is no guaranteed minimum or maximum amount for orders. Each Purchasing Entity can order products as needed.
2. The Contractor(s) must be capable of:
  - a. Accepting verbal orders via telephone with use of State(s) purchasing card (P-card);
  - b. Accepting P-card and Purchase Orders online;
  - c. Providing the Purchasing Entity using a Purchase Order with a printable order confirmation after the order is placed, and a printable itemized invoice and receipt.
  - d. Accepting payments by check, electronic fund transfer, or with State(s) P- card. The contractor will be solely responsible for the credit card user- handling fee associated with credit card purchases.
3. Ordering instructions for entities must be described, outlined, and returned with the RFP response.

#### **C. Delivery**

1. All deliveries will be F.O.B. Destination (including Alaska, Hawaii, and all U.S. Territories), freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of an Order to be shipped without transportation charges and that is back ordered will be shipped without charge.



2. All deliveries will be “Inside Deliveries” as designated by a representative of the Purchasing Entity placing the Order, unless explicitly specified otherwise. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area, such as directly to point of use or designated location. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
3. All products must be delivered in the manufacturer’s standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity’s Purchase Order number.
4. Products returned because of quality problems, duplicated shipments, etc. will be sent back to the Contractor within 30 calendar days at the Contractor’s expense, with no restocking charge and shall be replaced with specified products or the Purchasing Entity will be credited or refunded for the full purchase price.

#### **D. Inspection and Acceptance**

All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent

or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under the Master Agreement resulting from this RFP. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material, latent, or hidden defects subsequently revealed when goods are used. A material defect includes a nonconformity that substantially impairs value.

Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

Acceptance Testing is the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The



Acceptance Testing period shall be thirty (30) calendar days, unless another time is identified in the Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

#### **E. Product Warranty**

Contractor shall include a basic warranty for all AED Units purchased that lasts for a duration of no less than one year from time of Acceptance at no additional cost to Purchasing Entities. Warranties must guarantee the safe and effective operation of devices for the duration of the warranty. The cost for repair or replacement of devices under warranty must be covered by the Contractor. In the event that an AED Unit must be repaired or replaced, the Contractor shall provide the Purchasing Entity with a loaner unit and ensure there is no gap in coverage for that location.

#### **F. Guarantee of Equipment**

Contractors shall guarantee that the equipment offered is standard new equipment and that no attachment or part has been substituted or applied contrary to the Contractor's recommendations and standard practice. Products furnished under the terms of the Master Agreement will be guaranteed against any defect due to faulty material and/or workmanship. Products must meet all federal, state, and local standards for quality and safety requirements and must be FDA approved. All equipment delivered must be first quality manufactured workmanship and finish. Contractor shall immediately notify all Participating Entities of AED recalls and provide product replacements. No remanufactured or refurbished equipment may be provided under a Master Agreement resulting from this RFP.



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**G. Software Updates**

Contractor must provide and facilitate updates required for each AED unit to maintain full functionality over the unit's anticipated life and the methodology for performing or accessing the updates.

**H. Customer Service**

24/7 Call Support: Technical support via Telephone, for all items offered must always be available and must be provided for a period of no less than 3 years after purchase and acceptance.

**I. Product Training**

Product Documentation: All product documentation, manuals, and specifications must be provided at no additional cost.

Web/Video Training: Contractor must provide online or multimedia training at no additional cost.

**IV. Additional Requirements**

**A. Distributors**

Contractor shall ensure the Lead State Contract Administrator is provided with up-to-date information regarding the status of approved distributors. Contractor shall notify the Lead State Contract Administrator via email in the event of a change in its distributor list. Distributors may provide the products nationally or locally. The Participating Entity may have additional procedures regarding their usage of distributors within their Participating Addendum.

**B. Sustainability**

The Contractor should promote corporate and local sustainability practices by aiming to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging, and training.

**C. Cost**

**1. Discounts to Remain Firm or Greater**

The percentage discount from the Contractor's submitted price schedule shall not decrease for all updates or revisions of Contractor's price schedule during the life of the Master Agreement and any subsequent Master Agreement renewals; however, Contractor may increase the discount at any time. New items or



replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.

2. Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with its suppliers to obtain improved discounts and extend improved pricing to Participating Entities. During the term of the Master Agreement Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable terms and conditions between the Contractor and its suppliers that are applicable to future orders during the term of the Master Agreement.

3. Price Lists and Updates

Contractor must furnish a physical and/or an electronic copy (at Lead State's option) of the price list(s) and periodic updates to the State of Oklahoma Lead State Administrator. Contractor must also furnish physical and/or electronic copies, at a Participating Entity's option, to all Purchasing Entities for which account numbers have been established. Contractor must distribute price lists as they become effective and in a timely manner. Price lists may be updated no more than once a quarter and price updates must be approved by the Lead State before becoming effective. Updated price lists may include new items but may not increase the price of items which previously appeared unless the price increase is requested in accordance with Section D below. Updates must be simultaneous for the entire line of products. All price lists, website access, and ordering capabilities must be supplied to the Participating Entities at no additional cost. Contractor must not add new replacement products for the purpose of a price increase. Stock keeping units (SKUs) shall be consistent and Contractor shall document discontinued items in writing when submitting replacement products.

4. Price List Access

At any time during the life of the Master Agreement issued under this RFP and for a three (3) year period from the end date of the Master Agreement, the Lead State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Master Agreement's pricing basis for pricing verification. Failure to provide the requested price list within three (3) business days following the Lead State's request may result in termination of the Master Agreement.



D. Price Changes

1. Price decreases or discount increases are permitted and encouraged at anytime. Price reductions announced must be applied at the time of the announcement for the products that have not yet been delivered to the Participating Entities.
2. All discounts offered must remain firm or increase during the term of a Master Agreement issued under this RFP.
3. The Contractor or Lead State may request price adjustments no sooner than 12 months from the Master Agreement execution date and no more than once per contract year. Contractors must submit a request to the Lead State at least thirty (30) days prior to the end of the current term. Requests must be in writing and must be received 30 days prior to the contract renewal date.
  - a. If the Contractor or state fails to request a price adjustment 30 days before the Master Agreement renewal date, the adjustment will be effective 30 days after the state or Contractor receives their written request.
  - b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U)
  - c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June); and each (January through June six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive price adjustments will be allowed. All price adjustments must be approved by the Lead State prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the Lead State.
  - d. Approval for all price increases is dependent upon full compliance with the terms of the Master Agreement including reporting requirements.



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## V. Optional Services and Product Support:

Offerors may propose optional value-add services. Services included in this section are considered in addition to the minimum requirements set forth in this scope of work.

### A. Service Plan

1. Offerors may propose a service agreement to provide maintenance and repair on their proposed devices. Offerors Service Agreement will should include, but is not limited to, the following services:
  - Semi-annual physical inspection of AED's
  - Battery replacement program
  - Data tracking of serial numbers, expiration dates, etc.
  - Additional software enhancements and/or updates
  - Hardware updates
  - Assurance of compliance of the AED unit with local, state, and federal regulations.
2. Offerors must be aware of local requirements for the States in which they will be servicing
3. All work performed under a Service Agreement must meet the specifications for that device.
4. Offerors may submit additional information on any additional types of service agreements they may offer, to provide maintenance and repair on their devices, i.e., standard service agreement or premier service agreement. No pricing information should be included in the technical response.

### B. Product Training

1. Optional On-site Training: Offerors shall provide on-site training, as requested. The cost for on-site training should be reflected in the Offerors' cost proposal (Attachment H, Value-Add) as a separate rate.

### C. Extended Warranty



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Offerors may propose an extended warranty past the term of the basic warranty provided under the Master Agreement. Offerors must include a complete description of the coverage provided under the extended warranty in their cost proposal.

D. Additional Value-Add Options

Offerors may include in their Proposal additional Value-Add options not specifically requested in the scope of work. Value-Add options should not deviate from the nature of products and services requested in the scope of work and should include a thorough description of the option and how it brings value to the State. Examples include battery replacement plans, unconventional training options, alternative maintenance plans, and other services not specified.

Award of Value-Add options is subject to the approval of the Lead State.



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**Procurement Master Contract**

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**Exhibit C – Cost**

## Core List; Fully Automated

**Request for Proposals for  
AED Units and Accessories**  
Issued by the **State of Oklahoma**  
**Solicitation Number EV00000354**



*Proposal is for the Discount from published List Price - Net Price reflected here is based on List Price at time of RFP Submission*

<b>Offeror Name: Stryker Sales, LLC through its Medical Division</b>						
<b>Validity Period:</b>	02/01/2024 - 12/31/2024					
<b>Category I: AED Units - Fully Automated</b>						
Item Number	Product Description	UOM	QTY per UOM	List Price	% Discount	Net Price
EXAMPLE# LIVE4EVER	Fountain of Youth AED Unit, auto	EA		\$ 2,500.00	35.00%	\$ 1,625.00
360-STR-US-10	HeartSine SAM 360P AED, Fully-automatic	EA		\$ 2,414.00	35%	\$ 1,569.10
360-STR-US-AV	HeartSine SAM 360P AED Aviation, Fully-Autom	EA		\$ 2,568.00	35%	\$ 1,669.20
360-STR-US-GW	PACKAGE, 360P, Gateway, PP01,	EA		\$ 2,750.00	35%	\$ 1,787.50
99512-001263	LPCR2 Fully-automatic, WIFI,English, Bag	EA		\$ 3,415.00	22%	\$ 2,663.70
99512-001264	LPCR2 Fully-automatic, WIFI,English, Handle	EA		\$ 3,318.00	22%	\$ 2,588.04
99512-001267	LPCR2 Fully-automatic, WIFI,English-Spanish, B	EA		\$ 3,512.00	22%	\$ 2,739.36
99512-001268	LPCR2 Fully-automatic, WIFI,English-Spanish, H	EA		\$ 3,415.00	22%	\$ 2,663.70
99512-001434	LPCR2 USB Fully-automatic, English, Handle	EA		\$ 3,117.00	22%	\$ 2,431.26

[Add additional rows as needed.]

**Notes:**

- IP products or services are also quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through <https://www.stryker.com/us/en/emergency-care/contact.html> for advice.
- If Agreement is a multi-year contract, Supplier may increase pricing no more than once annually in accordance with CPI and other industry standards. Such price increase shall be incorporated by amendment to this Agreement and signed by NASPO and Supplier.

## Core List; Semi-Automated

**Request for Proposals for  
AED Units and Accessories**  
Issued by the **State of Oklahoma**  
**Solicitation Number EV00000354**



*Proposal is for the Discount from published List Price - Net Price reflected here is based on List Price at time of RFP Submission*

<b>Offeror Name: Stryker Sales, LLC through its Medical Division</b>						
<b>Validity Period:</b>	02/01/2024 - 12/31/2024					
<b>Category II: AED Units - Semi Automated</b>						
Item Number	Product Description	UOM	QTY per UOM	List Price	% Discount	Net Price
EXAMPLE# LIVE4EVER	Fountain of Youth AED Unit with Push Button	EA	1	\$ 2,500.00	35.00%	\$ 1,625.00
350-STR-US-10	HeartSine SAM 350P AED	EA	1	\$ 2,233.00	35%	\$ 1,451.45
350-STR-US-AV	HeartSine SAM 350P AED Aviation	EA	1	\$ 2,428.00	35%	\$ 1,578.20
350-STR-AA-AV	PKG,350P, PP07,EN,AA ,RED CASE	EA	1	\$ 2,428.00	35%	\$ 1,578.20
450-STR-US-10	HeartSine SAM 450P AED	EA	1	\$ 2,502.00	35%	\$ 1,626.30
350-STR-US-GW	PACKAGE,350P, Gateway, PP01,US	EA	1	\$ 2,568.00	35%	\$ 1,669.20
450-STR-US-AV	HeartSine SAM 450P AED Avaition	EA	1	\$ 2,683.00	35%	\$ 1,743.95
450-STR-US-GW	PACKAGE, 450P, Gateway,PP03J,	EA	1	\$ 2,837.00	35%	\$ 1,844.05
99512-001435	LPCR2 USB Semi-automatic, English, Handle	EA	1	\$ 2,987.00	22%	\$ 2,329.86
99512-001262	LPCR2 Semi-automatic, WIFI,English, Handle	EA	1	\$ 3,057.00	22%	\$ 2,384.46
99512-001261	LPCR2 Semi-automatic, WIFI,English, Bag	EA	1	\$ 3,155.00	22%	\$ 2,460.90
99512-001266	LPCR2 Semi-automatic, WIFI,English-Spanish, Ha	EA	1	\$ 3,155.00	22%	\$ 2,460.90
99512-001265	LPCR2 Semi-automatic, WIFI,English-Spanish, Ba	EA	1	\$ 3,252.00	22%	\$ 2,536.56
99425-000023	LIFEPAK 1000 Graphical Display Standard Setup	EA	1	\$ 3,701.00	23%	\$ 2,849.77
99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/ca	EA	1	\$ 4,558.00	23%	\$ 3,509.66

[Add additional rows as needed.]

**Notes:**

1. IP rod u c t s or services are also quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through <https://www.stryker.com/us/en/emergency-care/contact.html> for advice.
2. llllf Agreement is a multi-year contract, Supplier may increase pricing no more than once annually in accordance with CPI and other industry standards. Such price increase shall be incorporated by amendment to this Agreement and signed by NASPO and Supplier.

## Core List: AED Accessories

Request for Proposals for

**AED Units and Accessories**

Issued by the **State of Oklahoma**

**Solicitation Number EV00000354**



**OKLAHOMA**  
Office of Management  
& Enterprise Services

*Proposal is for the Discount from published List Price - Net Price reflected here is based on List Price at time of RFP Submission*

Offeror Name: Stryker Sales, LLC through its Medical Division						
Validity Period:		02/01/2024 - 12/31/2024				
AED Accessories						
Item Number	Product Description	UOM	QTY per UOM	List Price	% Discount	Net Price
EXAMPLE# LIVE4EVER	Fountain of Youth AED adult Electrode Pads	EA	1	\$ 2,500.00	35.00%	\$ 1,625.00
26500-003645	TAG,LOCAL EMERGENCY CONTACT NUMBER,911,MULTI	EA	1	\$ 6.06	15%	\$ 5.15
26500-002040	Quik reference Instruction Card for AED and CPR instructi	EA	1	\$ 12.13	15%	\$ 10.31
21300-008152	COVER, USB PORT, LPCR2	EA	1	\$ 13.34	15%	\$ 11.34
21300-008143	CABLE, USB2.0 A MALE TO MICRO-B, L 5.5FT	EA	1	\$ 19.40	15%	\$ 16.49
11250-000106	Charge-Pak, LPCR-T AED Trainer	EA	1	\$ 22.00	15%	\$ 18.70
21250-000003	DOOR, BATTERY, 3 PACK, TRAINER, LPCR2	EA	1	\$ 22.00	15%	\$ 18.70
21300-004579	LIFEPAK CR Plus Replacement shoulder strap for carry cas	EA	1	\$ 24.00	15%	\$ 20.40
ACC-REM-GW	HeartSine Gateway,Removal Tool	EA	1	\$ 24.00	15%	\$ 20.40
26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus T	EA	1	\$ 26.00	15%	\$ 22.10
11141-000166	BATTERY, D-CELL, TRAINER, LPCR2, Pack of 4	EA	1	\$ 27.00	15%	\$ 22.95
11250-000139	ASSY, TRAY COVER WITH HANDLE, TRAINER, LPCR2	EA	1	\$ 29.00	15%	\$ 24.65
21250-000004	ASSY, LID, LOCALIZED, TRAINER, LPCR2, ENGLISH	EA	1	\$ 29.00	15%	\$ 24.65
11250-000144	MANIKIN, TRAINER, LPCR2	EA	1	\$ 32.00	15%	\$ 27.20
11250-000178	Replacement Handle Kit	EA	1	\$ 32.00	15%	\$ 27.20
11512-000002	Handle Kit	EA	1	\$ 32.00	15%	\$ 27.20
21300-006586	PEDESTAL FOR SWITCH	EA	1	\$ 46.00	15%	\$ 39.10
11250-000142	USB, REPROGRAMMING, TRAINER, LPCR2, CR2T-1.0S	EA	1	\$ 36.00	15%	\$ 30.60
11998-000327	AED Wall Sign Ilcor w/logo, Flat,8x10	EA	1	\$ 37.00	15%	\$ 31.45
11998-000330	AED Wall Sign Traditional w/logo, Flat, 8x10	EA	1	\$ 37.00	15%	\$ 31.45
TRN-ACC-14	HeartSine Trainer battery charger	EA	1	\$ 44.00	15%	\$ 37.40
PAD-ACC-02	USB Data Download Cable - HeartSine	EA	1	\$ 49.00	15%	\$ 41.65
21300-006462	LID,LIFEPAK CR PLUS,ENHANCED,P	EA	1	\$ 52.00	15%	\$ 44.20
ACC-BAT-GW	HeartSine Gateway,Replacement	EA	1	\$ 50.00	15%	\$ 42.50
11998-000328	AED Wall Sign Ilcor w/logo, T-mount, 8x10	EA	1	\$ 53.00	15%	\$ 45.05
11998-000329	AED Wall Sign Ilcor w/logo, Tent, 7x8	EA	1	\$ 53.00	15%	\$ 45.05
11998-000331	AED Wall Sign Traditional w/logo, T-mount, 8x10	EA	1	\$ 53.00	15%	\$ 45.05
11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	EA	1	\$ 53.00	15%	\$ 45.05
11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	EA	1	\$ 53.00	15%	\$ 45.05
11260-000014	LIFEPAK CR Plus Training System replacement carry case	EA	1	\$ 56.00	15%	\$ 47.60
11101-000003	AED Trainer new style training electrodes (5 pr)	EA	1	\$ 64.00	25%	\$ 48.00
11210-000046	New Wall Bracket - White/Red	EA	1	\$ 59.00	15%	\$ 50.15
11210-000047	New Wall Bracket - Green	EA	1	\$ 59.00	15%	\$ 50.15
11250-000015	LIFEPAK CR Plus Training System replacement training ele	EA	1	\$ 60.00	15%	\$ 51.00
11250-000042	Replacement infant/child AED training electrodes	EA	1	\$ 61.00	15%	\$ 51.85
TRN-ACC-02	HeartSine AED Trainer Electrodes - 10	EA	1	\$ 59.00	15%	\$ 50.15
11250-000141	USB, BLUETOOTH, TRAINER, LPCR2	EA	1	\$ 64.00	15%	\$ 54.40
11998-000321	Ambu Res-Cue Mask First Responder Kit	EA	1	\$ 66.00	15%	\$ 56.10
11250-000099	LIFEPAK CR PLUS TRAINING REMOTE AND CABLE 1/EA	EA	1	\$ 69.00	15%	\$ 58.65
11260-000048	ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH	EA	1	\$ 170.00	15%	\$ 144.50
TRN-PAK-04	Pad-Pak Electrode Cartridge for Trainer	EA	1	\$ 69.00	15%	\$ 58.65
PAD-BAG-01	Carry Case for HeartSine AED	EA	1	\$ 72.00	15%	\$ 61.20
11140-000101	Power Cord Grounded	EA	1	\$ 78.00	15%	\$ 66.30
21300-006587	CENTRAL ALARM SWITCH for CR Plus	EA	1	\$ 79.00	15%	\$ 67.15
11512-000001	Replacement Lid Kit	EA	1	\$ 94.00	15%	\$ 79.90
11101-000004	AED training electrode set - (5pr), cable & pouch	EA	1	\$ 108.00	25%	\$ 81.00
21300-004576	LIFEPAK CR Plus Carrying case	EA	1	\$ 106.00	15%	\$ 90.10
11250-000045	Infant/child AED training electrodes training set	EA	1	\$ 108.00	15%	\$ 91.80
PAD-CAB-02	Wall Bracket for HeartSine AED	EA	1	\$ 109.00	15%	\$ 92.65
11260-000047	Carry Case Kit	EA	1	\$ 114.00	15%	\$ 96.90
11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair	EA	1	\$ 115.00	15%	\$ 97.75
11140-000100	AC/DC POWER CONVERTER, LP1000 BATTERY CHARGER	EA	1	\$ 116.00	15%	\$ 98.60
11140-000091	Replacement Part: AC/DC power converter, LP1000 Batte	EA	1	\$ 116.00	15%	\$ 98.60
TRN-ACC-03	HeartSine AED Trainer Electrodes - 25	EA	1	\$ 136.00	15%	\$ 115.60
11210-000021	Wall mount bracket for LIFEPAK CR Plus	EA	1	\$ 150.00	15%	\$ 127.50
11101-000016	Electrode replacement infant/child reduced energy	EA	1	\$ 156.00	15%	\$ 132.60
11101-000021	Replacement Electrode Kit	EA	1	\$ 182.00	15%	\$ 154.70
11210-000001	Wall mount bracket for AED	EA	1	\$ 194.00	15%	\$ 164.90
PAD-BAG-02	Backpack for HeartSine AED	EA	1	\$ 189.00	15%	\$ 160.65
PAD-CAB-04	HeartSine Wall Cabinet with Alarm	EA	1	\$ 200.00	15%	\$ 170.00
11250-000145	TRAY, ELECTRODE, TRAINER, LPCR2	EA	1	\$ 209.00	15%	\$ 177.65
TRN-ACC-16	SAM 350P AED Trainer Remote Control	EA	1	\$ 213.00	15%	\$ 181.05
TRN-ACC-18	SAM 360P AED Trainer Remote Control	EA	1	\$ 213.00	15%	\$ 181.05
TRN-ACC-19	SAM 450P AED Trainer Remote Control	EA	1	\$ 213.00	15%	\$ 181.05
PAD-PAK-01	US Adult Pad-Pak for HeartSine AEDs	EA	1	\$ 228.00	15%	\$ 193.80
11250-000140	PADS, REPLACEMENT, TRAINER, LPCR2, 5 Sets	EA	1	\$ 249.00	15%	\$ 211.65
11101-000017	Electrode Infant/Child reduced energy starter kit	EA	1	\$ 251.00	15%	\$ 213.35
PAD-PAK-07	Aviation Pad-Pak for HeartSine AEDs	EA	1	\$ 247.00	15%	\$ 209.95
PAD-PAK-02	US Pediatric-Pak for HeartSine AEDs	EA	1	\$ 270.00	15%	\$ 229.50

11141-000165	Replacement Battery Kit	EA	\$ 316.00	15%	\$ 268.60
ACC-GTW-US-01	PACKAGE, Gateway, US	EA	\$ 307.00	15%	\$ 260.95
11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of	EA	\$ 333.00	15%	\$ 283.05
11260-000015	LIFEPAK CR Plus Hard shell carry case	EA	\$ 371.00	15%	\$ 315.35
11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	EA	\$ 387.00	15%	\$ 328.95
11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of	EA	\$ 391.00	15%	\$ 332.35
11998-000310	AED Wall Cabinet, surface mount with alarm and strobe	EA	\$ 394.00	15%	\$ 334.90
11220-000089	AED Wall Cabinet - FR, SE, Steel, Orange	EA	\$ 442.00	15%	\$ 375.70
11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	EA	\$ 453.00	15%	\$ 385.05
TRN-350-AS	TRAINER,350,ES,TRN-350-AS	EA	\$ 589.00	35%	\$ 382.85
TRN-360-AS	TRAINER,360,ES,TRN-360-AS	EA	\$ 589.00	35%	\$ 382.85
11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edge	EA	\$ 465.00	15%	\$ 395.25
11220-000082	AED Wall Cabinet, SM, RE, OSHA, Orange	EA	\$ 472.00	15%	\$ 401.20
11996-000441	Wall Cabinet, Rotaid Plus, With Alarm, White	EA	\$ 475.00	15%	\$ 403.75
11996-000443	Wall Cabinet, Rotaid Plus, With Alarm, Red	EA	\$ 475.00	15%	\$ 403.75
11250-000077	SHIP ASSY-LPCR-T, ENG/ITA/SPA	EA	\$ 484.00	15%	\$ 411.40
11250-000073	LIFEPAK CR Plus Training System	EA	\$ 523.00	15%	\$ 444.55
11220-000093	LIFEPAK WALL BOX, PLASTIC	EA	\$ 529.00	15%	\$ 449.65
11220-000090	AED Wall Cabinet - FR, SE, Steel, Timed Strobe, Orange	EA	\$ 558.00	15%	\$ 474.30
11220-000083	AED Wall Cabinet with alarm and strobe -surface mount,	EA	\$ 569.00	15%	\$ 483.65
11996-000445	Wall Cabinet, Rotaid Solid Plus, with Alarm, White	EA	\$ 592.00	15%	\$ 503.20
11996-000447	Wall Cabinet, Rotaid Solid Plus, with Alarm, Red	EA	\$ 592.00	15%	\$ 503.20
11220-000088	AED Wall Cabinet - FR, SE, ALUM, Timed Strobe, Orange	EA	\$ 605.00	15%	\$ 514.25
TRN-350-US	HeartSine SAM 350P AED Trainer	EA	\$ 589.00	15%	\$ 500.65
TRN-360-US	HeartSine SAM 360P AED Trainer	EA	\$ 589.00	15%	\$ 500.65
TRN-450-US	HeartSine SAM 450P AED Trainer	EA	\$ 589.00	15%	\$ 500.65
11220-000087	AED Wall Cabinet - SM, RE, Steel, Timed strobe, Orange	EA	\$ 610.00	15%	\$ 518.50
11210-000048	WALLCABINET SS-SEMI RECESS,FIR	EA	\$ 614.00	15%	\$ 521.90
11140-000099	Rechargeable Battery Charger kit, LP1000	EA	\$ 628.00	15%	\$ 533.80
11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, squar	EA	\$ 637.00	15%	\$ 541.45
11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, r	EA	\$ 667.00	15%	\$ 566.95
11220-000078	Wall Cabinet, small, fully recessed, SS	EA	\$ 667.00	15%	\$ 566.95
11220-000077	Wall Cabinet, standard, semi-recessed, SS	EA	\$ 714.00	15%	\$ 606.90
11220-000086	AED Wall Cabinet - SM, SS, ALUM, Timed Strobe, Orange	EA	\$ 728.00	15%	\$ 618.80
11220-000076	Wall Cabinet, standard, surface mount, SS	EA	\$ 786.00	15%	\$ 668.10
11220-000084	AED Wall Cabinet with alarm and strobe - surface mount,	EA	\$ 819.00	15%	\$ 696.15
11250-000162	KIT, SHIPPING, TRAINER, LPCR2, ENGLISH	EA	\$ 840.00	15%	\$ 714.00
11996-000449	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, White	EA	\$ 860.00	15%	\$ 731.00
11996-000451	Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, Red	EA	\$ 860.00	15%	\$ 731.00
11250-000147	KIT, SHIPPING, DEMO, LPCR2, ENGLISH	EA	\$ 906.00	15%	\$ 770.10
11210-000028	AED Floor Stand Cabinet with alarm- White	EA	\$ 1,573.00	15%	\$ 1,337.05
11210-000029	AED Floor Stand Cabinet with alarm- Grey	EA	\$ 1,639.00	15%	\$ 1,393.15

Notes:

1. IP products or services are also quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through <https://www.stryker.com/us/en/emergency-care/contact.html> for advice.
2. If Agreement is a multi-year contract, Supplier may increase pricing no more than once annually in accordance with CPI and other industry standards. Such price increase shall be incorporated by amendment to this Agreement and signed by NASPO and Supplier.

## VALUE-ADD , Products and Services

**Request for Proposals for  
AED Units and Accessories**  
Issued by the **State of Oklahoma**  
Solicitation Number **EV00000354**



*Proposal is for the Discount from published List Price - Net Price reflected here is based on List Price at time of RFP Submission*

Offeror Name: Stryker Sales, LLC through its Medical Division						
Validity Period:		02/01/2024 - 12/31/2024				
Value-Add						
Value-Add: Examples include battery replacement plans, unconventional training options, alternative maintenance plans, and other services not specified.						
Item Number or Service	Product/Service Description	UOM	QTY per UOM	List Price	% Discount	Net Price
<b>Catalog Items</b>	<b>As Needed</b>				<b>35.00%</b>	
11110-000038	CABLE ASSY-THERAPY,QUIK-COMBO,	EA	1	\$ 209.00	15%	\$ 177.65
11130-000061	Standard hard paddles for use w/LIFEPAK 15	EA	1	\$ 1,291.00	15%	\$ 1,097.35
11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12	EA	1	\$ 2,940.00	15%	\$ 2,499.00
11131-000010	Internal paddles - 1" size (6.25" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35
11131-000011	Internal paddles - 1.5" size (6" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35
11131-000012	Internal paddles - 2" size (5.75" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35
11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35
11131-000014	Internal paddles - 3.5" size (5" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35
11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35
11131-000021	Internal paddles - 1.5" size (9" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35
11131-000022	Internal paddles - 2" size (8.75" shaft length)	EA	1	\$ 530.00	15%	\$ 450.50
11131-000023	Internal paddles - 3.5" size (8" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35
11140-000014	POWER CORD-MOLDED, DOM,R ANGL	EA	1	\$ 30.00	15%	\$ 25.50
11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	EA	1	\$ 282.00	15%	\$ 239.70
11140-000074	DC Power Adapter	EA	1	\$ 2,719.00	15%	\$ 2,311.15
11140-000078	Temperature Adapter Cable- 5ft	EA	1	\$ 496.00	15%	\$ 421.60
11140-000079	Temperature Adapter Cable- 10ft	EA	1	\$ 496.00	15%	\$ 421.60
11140-000080	Extension Cable (5ft 3 in)	EA	1	\$ 415.00	15%	\$ 352.75
11260-000016	QUIK-COMBO Accessory pouch for LP20	EA	1	\$ 87.00	15%	\$ 73.95
11260-000018	LP20 Basic Carry Case	EA	1	\$ 224.00	15%	\$ 190.40
11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	EA	1	\$ 524.00	15%	\$ 445.40
11260-000041	CARRYING BAGS-STRAP KIT,LP20	EA	1	\$ 294.00	15%	\$ 249.90
11260-000043	LP20 Top Pouch	EA	1	\$ 91.00	15%	\$ 77.35
11260-000044	TrueCPR Carry Case	EA	1	\$ 100.00	15%	\$ 85.00
11260-000045	Carry Case for LIFEPAK 20/20e Defibrillator with Module	EA	1	\$ 304.00	15%	\$ 258.40
11996-000106	DURA-Y Multisite sensor (reusable)	EA	1	\$ 899.00	15%	\$ 764.15
11996-000310	QUIK-COMBO 3-lead Patient Simulator	EA	1	\$ 1,131.00	15%	\$ 961.35
11996-000311	QUIK-COMBO 12-lead Patient Simulator	EA	1	\$ 1,299.00	15%	\$ 1,104.15
11996-000351	SOFTBAG - TRAINER 1000	EA	1	\$ 132.00	15%	\$ 112.20
11996-000352	HARDBAG - TRAINER 1000	EA	1	\$ 385.00	15%	\$ 327.25
11996-000355	PLUG-IN CHARGER USA A -TRAINE	EA	1	\$ 99.00	15%	\$ 84.15
11996-000358	REMOTE CONTROL - TRAINER1000	EA	1	\$ 167.00	15%	\$ 141.95
11996-000370	ROHS LP12-LP15 TO PC USBCABLE,	EA	1	\$ 328.00	15%	\$ 278.80
11996-000374	LP15 bed Connector	EA	1	\$ 211.00	15%	\$ 179.35
11998-000009	RED SECURITY TIES FOR EMERGENC	EA	1	\$ 8.49	15%	\$ 7.22
11998-000326	LIFEPAK 15 internal paddles adapter cable	EA	1	\$ 616.00	15%	\$ 523.60
11998-000334	Emergency Response Kit (New Config)	EA	1	\$ 62.00	15%	\$ 52.70
21330-000996	ASSY-LP20 DOCKING STATION	EA	1	\$ 520.00	15%	\$ 442.00
21330-001357	LIFEPAK 15 In-service Video - DVD format	EA	1	\$ 52.00	15%	\$ 44.20
21330-001365	Test load (for use with QUIK COMBO therapy cable)	EA	1	\$ 99.00	15%	\$ 84.15
340-000-000	McGRATH 3.6V EMS Battery	EA	1	\$ 80.00	15%	\$ 68.00
99996-000117	LP1000 Trainer	EA	1	\$ 1,817.00	15%	\$ 1,544.45
11220-000030	REPLACEMENT SHOULDER STRAP	EA	1	\$ 42.00	15%	\$ 35.70
11220-000032	POUCH, RIGHT, CARRYING BAG, LP	EA	1	\$ 44.00	15%	\$ 37.40
11220-000036	BACK POUCH,SMALL,CARRYING BAG,	EA	1	\$ 41.00	15%	\$ 34.85
11220-000054	ACCY BAG,RIGHT SIDE LP10	EA	1	\$ 59.00	15%	\$ 50.15
11220-000064	BATTERY PACK CARRYING POUCH	EA	1	\$ 52.00	15%	\$ 44.20
11220-000071	BACK POUCH,LARGE, CARRYING BAG	EA	1	\$ 63.00	15%	\$ 53.55
11220-000072	BACK POUCH - LARGE	EA	1	\$ 67.00	15%	\$ 56.95
11260-000019	CARRYING BAGS-STRAP KIT, LP20	EA	1	\$ 136.00	15%	\$ 115.60
11140-000047	POWER CORD, MLD, DOM, L ANG	EA	1	\$ 96.00	15%	\$ 81.60
21501-000823	LABEL SET-HARD PADDLES,EN/FR/G	EA	1	\$ 7.28	15%	\$ 6.18
21330-001366	ASSY - TEST LOAD, ROHS,ENG SW	EA	1	\$ 125.00	15%	\$ 106.25
21330-001367	ASSY - TEST LOAD, ROHS,ENG GE	EA	1	\$ 124.00	15%	\$ 105.40
21330-001368	ASSY - TEST LOAD, ROHS,ENG SPA	EA	1	\$ 109.00	15%	\$ 92.65
26500-003362	USER MANUAL CD - TRAINER1000 A	EA	1	\$ 21.00	15%	\$ 17.85
26996-000014	Individual AED Challenge-PP/YR	EA	1	\$ 19.76	15%	\$ 16.80
11110-000029	3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	EA	1	\$ 190.00	15%	\$ 161.50
11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	EA	1	\$ 515.00	15%	\$ 437.75
11110-000042	DEC-4 Cable Extension: 4'	EA	1	\$ 93.00	15%	\$ 79.05
11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	EA	1	\$ 347.00	15%	\$ 294.95
11110-000110	12-LEAD ECG CABLE: MAIN TRUNK	EA	1	\$ 279.00	15%	\$ 237.15
11110-000176	DEC-8 Cable Extension: 8'	EA	1	\$ 99.00	15%	\$ 84.15
11111-000016	3-Wire ECG Cable	EA	1	\$ 347.00	15%	\$ 294.95
11111-000018	5ft Trunk cable with AHA limb leads	EA	1	\$ 509.00	15%	\$ 432.65
11111-000020	8ft Trunk cable with AHA limb leads	EA	1	\$ 514.00	15%	\$ 436.90
11111-000022	12 Lead ECG, Precordial Leads (AHA)	EA	1	\$ 205.00	15%	\$ 174.25
11113-000002	QUIK-COMBO Test Plug for testing QC Cable	EA	1	\$ 37.00	15%	\$ 31.45
11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	EA	1	\$ 515.00	15%	\$ 437.75
11130-000037	LIFEPAK 20E Standard Adult Detachable Hard Paddles	EA	1	\$ 2,131.00	15%	\$ 1,811.35
11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	EA	1	\$ 531.00	15%	\$ 451.35

**VALUE-ADD , Products and Services**

11131-000040	ASSEMBLY, INTERNAL PADDLES,	EA	\$ 3,357.00	15%	\$ 2,853.45
11131-000041	ASSEMBLY, INTERNAL PADDLES,	EA	\$ 3,357.00	15%	\$ 2,853.45
11131-000042	ASSEMBLY, INTERNAL PADDLES,	EA	\$ 3,357.00	15%	\$ 2,853.45
11131-000043	ASSEMBLY, INTERNAL PADDLES,	EA	\$ 3,357.00	15%	\$ 2,853.45
11131-000044	ASSEMBLY, INTERNAL PADDLES,	EA	\$ 3,357.00	15%	\$ 2,853.45
11131-000045	ASSEMBLY, INTERNAL PADDLES,	EA	\$ 3,357.00	15%	\$ 2,853.45
11131-000046	ASSEMBLY, INTERNAL PADDLES,	EA	\$ 3,357.00	15%	\$ 2,853.45
11131-000047	ASSEMBLY, INTERNAL PADDLES,	EA	\$ 3,357.00	15%	\$ 2,853.45
11133-000007	Pediatric paddle, external 1ea (2 required) multi-language	EA	\$ 130.00	15%	\$ 110.50
11140-000015	AC Power Cord	EA	\$ 108.00	15%	\$ 91.80
11140-000081	Right angle cable (10in) included with ACPA & DCPA	EA	\$ 415.00	15%	\$ 352.75
11140-000098	AC Power Adapter	EA	\$ 2,231.00	15%	\$ 1,896.35
11141-000100	LMnO2 Non-Rechargeable Battery	EA	\$ 490.00	15%	\$ 416.50
11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	EA	\$ 405.00	15%	\$ 344.25
11141-000115	REDI-CHARGE Base	EA	\$ 2,083.00	15%	\$ 1,770.55
11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	EA	\$ 460.00	15%	\$ 391.00
11141-000156	ASSY-BATTERY,PRIMARY,5/4C CELL	EA	\$ 644.00	15%	\$ 547.40
11141-000161	Rechargeable Battery Replacement for LP1000	EA	\$ 568.00	15%	\$ 482.80
11141-000162	CodeManagement Module Lithium Ion Battery	EA	\$ 316.00	15%	\$ 268.60
11160-000007	NIBP CUFF-REUSEABLE,LARGE ADUL	EA	\$ 42.00	15%	\$ 35.70
11160-000011	NIBP Cuff-Reusable, Infant	EA	\$ 30.00	15%	\$ 25.50
11160-000013	NIBP Cuff-Reusable, Child	EA	\$ 34.00	15%	\$ 28.90
11160-000015	NIBP Cuff-Reusable, Adult	EA	\$ 41.00	15%	\$ 34.85
11160-000017	NIBP Cuff-Reusable, Lg Adult	EA	\$ 47.00	15%	\$ 39.95
11160-000019	NIBP Cuff-Reusable Adult X large	EA	\$ 67.00	15%	\$ 56.95
11220-000028	Top Pouch for the LP12/LP15	EA	\$ 80.00	15%	\$ 68.00
11230-000019	LP20 Configuration Transfer Cable	EA	\$ 167.00	15%	\$ 141.95
11260-000017	THERMOFORMED INFANTCHILD ELECTRODE 1/EA	EA	\$ 44.00	15%	\$ 37.40
11260-000039	LIFEPAK 15 Carry case back pouch	EA	\$ 114.00	15%	\$ 96.90
11425-000001	Accessory pouch for 3-wire cable and/or other accessories	EA	\$ 94.00	15%	\$ 79.90
11425-000007	BAG ASSEMBLY, NO STRAP,LIFEPAK 1000	EA	\$ 196.00	15%	\$ 166.60
11425-000012	LIFEPAK 1000 Replacement Shoulder Strap for carry case	EA	\$ 63.00	15%	\$ 53.55
11577-000001	LIFEPAK 15 Shoulder strap	EA	\$ 54.00	15%	\$ 45.90
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	EA	\$ 445.00	15%	\$ 378.25
11577-000004	Station Battery Charger - For the LP15	EA	\$ 2,543.00	15%	\$ 2,161.55
11577-000011	Mobile Battery Charger - FOR THE LP15	EA	\$ 2,770.00	15%	\$ 2,354.50
11577-000019	LP15 Power Attachment Kit	EA	\$ 78.00	15%	\$ 66.30
11996-000060	Durasensor - Adult finger sensor	EA	\$ 406.00	15%	\$ 345.10
11996-000061	Oxiband Adult/Neonatal Sensor	EA	\$ 308.00	15%	\$ 261.80
11996-000062	Oxiband Pediatric/Infant Sensor	EA	\$ 308.00	15%	\$ 261.80
11996-000183	MNC-1 Adapter Cable - 10 foot	EA	\$ 802.00	15%	\$ 681.70
11996-000198	MNC-1 Adapter Cable - 4 foot	EA	\$ 760.00	15%	\$ 646.00
11996-000365	RED MNC ADAPTER CABLE, 4FT,2641	EA	\$ 1,181.00	15%	\$ 1,003.85
11996-000366	RED MNC ADAPTER CABLE, 10FT, 2	EA	\$ 1,156.00	15%	\$ 982.60
11996-000369	Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 t	EA	\$ 390.00	15%	\$ 331.50
11996-000375	Cable DC Input LP15 Battery Charger	EA	\$ 109.00	15%	\$ 92.65
21300-008146	LIFEPAK 15 NIBP Hose, 12'	EA	\$ 124.00	15%	\$ 105.40
21300-008147	LIFEPAK 15 NIBP Hose, 9'	EA	\$ 108.00	15%	\$ 91.80
21300-008148	LIFEPAK 15 NIBP Hose, 9' coiled	EA	\$ 124.00	15%	\$ 105.40
21330-001176	LP15 Lithium-ion Battery 5.7 amp hrs	EA	\$ 624.00	15%	\$ 530.40
11230-000018	Serial port cable - 6 foot (LIFEPAK 20e device to PC)	EA	\$ 167.00	15%	\$ 141.95
11150-000018	LIFEPAK 20e Defibrillator CodeManagement Module - Wireless	EA	\$ 1,832.00	15%	\$ 1,557.20
11150-000019	LIFEPAK 20e Debibrillator ModeManagement Module - Wireless & w	EA	\$ 5,681.00	15%	\$ 4,828.85
11600-000022	CODE-STAT 10 Data Review Seat	EA	\$ 3,573.00	10%	\$ 3,215.70
11600-000024	CODE-STAT Maintenance Subscription (3 Years)	EA	\$ 2,149.00	10%	\$ 1,934.10
78000200	CODE-STAT Data Review Service 1-10	EA	\$ 935.00	10%	\$ 841.50
78000201	CODE-STAT Data Review Service 11-24	EA	\$ 1,402.00	10%	\$ 1,261.80
78000221	CODE-STAT Data Review Service 25-50	EA	\$ 3,738.00	10%	\$ 3,364.20
78000222	CODE-STAT Data Review Service 51-100	EA	\$ 8,224.00	10%	\$ 7,401.60
78000223	CODE-STAT Data Review Service 101-200	EA	\$ 16,354.00	10%	\$ 14,718.60
78000224	CODE-STAT Data Review Service 201-300	EA	\$ 23,363.00	10%	\$ 21,026.70
78000225	CODE-STAT Data Review Service 301-400	EA	\$ 32,708.00	10%	\$ 29,437.20
78000226	CODE-STAT Data Review Service 401-500	EA	\$ 42,053.00	10%	\$ 37,847.70
78000227	CODE-STAT Data Review Service 501-600	EA	\$ 51,398.00	10%	\$ 46,258.20
78000228	CODE-STAT Data Review Service 601-700	EA	\$ 60,743.00	10%	\$ 54,668.70
78000229	CODE-STAT Data Review Service 701-800	EA	\$ 70,088.00	10%	\$ 63,079.20
78000230	CODE-STAT Data Review Service 801-900	EA	\$ 79,433.00	10%	\$ 71,489.70
78000231	CODE-STAT Data Review Service 901-1000	EA	\$ 88,778.00	10%	\$ 79,900.20
78000216	CODE-STAT Data Review Service 1001-1100	EA	\$ 98,123.00	10%	\$ 88,310.70
78000217	CODE-STAT Data Review Service 1101-1200	EA	\$ 107,468.00	10%	\$ 96,721.20
78000218	CODE-STAT Data Review Service 1201-1300	EA	\$ 116,813.00	10%	\$ 105,131.70
78000219	CODE-STAT Data Review Service 1301-1400	EA	\$ 126,158.00	10%	\$ 113,542.20
78000220	CODE-STAT Data Review Service 1401-1500	EA	\$ 135,503.00	10%	\$ 121,952.70
350-082-000	LARYNGOSCOPE,BLADES,MAC1,BOX O	EA	\$ 212.00	12%	\$ 186.56
350-084-000	McGRATH MAC 2 Laryngoscope Blades, Box of 10	EA	\$ 212.00	12%	\$ 186.56
350-086-000	McGRATH MAC 3 Laryngoscope Blades, Box of 10	EA	\$ 212.00	12%	\$ 186.56
350-088-000	McGRATH MAC 4 Laryngoscope Blades, Box of 10	EA	\$ 212.00	12%	\$ 186.56
X3-003-000	McGRATH X3 Laryngoscope Blades, Box of 10	EA	\$ 371.00	12%	\$ 326.48
11996-000416	McGRATH MAC 4 Laryngoscope Blades, Box of 10	EA	\$ 212.00	12%	\$ 186.56
11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	EA	\$ 212.00	12%	\$ 186.56
11996-000415	McGRATH MAC 3 Laryngoscope Blades, Box of 10	EA	\$ 212.00	12%	\$ 186.56
11101-000007	Defibrillation/ECG training electrodes	EA	\$ 41.00	25%	\$ 30.75
11171-000010	Masimo SET LNOP SpO2 Sensor -Pediatric Reusable	EA	\$ 508.00	25%	\$ 381.00
11171-000025	Masimo SET LNCS Patient Cable - 14 foot	EA	\$ 606.00	25%	\$ 454.50
11171-000034	Masimo SET LNOP SpO2 Sensor -Neonatal (<10 KG) Disposable (1 bo	EA	\$ 815.00	25%	\$ 611.25

**VALUE-ADD , Products and Services**

11240-000031	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	EA	\$ 28.00	25%	\$ 21.00
11240-000032	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	EA	\$ 29.00	25%	\$ 21.75
11250-000043	Cable/connector assembly/pouch for infant/child AED training elect	EA	\$ 104.00	25%	\$ 78.00
11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simul	EA	\$ 103.00	25%	\$ 77.25
11996-000082	Nasal FilterLine Set Infant/Neonatal (box of 25)	EA	\$ 398.00	25%	\$ 298.50
11996-000113	Oxisensor II adult sensor (24/BX)	EA	\$ 876.00	25%	\$ 657.00
11996-000114	Oxisensor II adult sensor, long cable (24/BX)	EA	\$ 1,414.00	25%	\$ 1,060.50
11996-000117	Oxisensor II neonatal sensor (24/BX)	EA	\$ 1,142.00	25%	\$ 856.50
11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	EA	\$ 509.00	25%	\$ 381.75
11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	EA	\$ 586.00	25%	\$ 439.50
11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12	EA	\$ 1,673.00	25%	\$ 1,254.75
11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	EA	\$ 190.00	25%	\$ 142.50
11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	EA	\$ 203.00	25%	\$ 152.25
21300-005847	Signagel, gel	EA	\$ 8.25	25%	\$ 6.19
MVA	Microstream™ Advance oral/nasal filter line adult	EA	\$ 415.00	25%	\$ 311.25
MVA100U	Microstream™ Advance oral/nasal filter line adult, 100 ct	EA	\$ 1,505.00	25%	\$ 1,128.75
MVAI	Microstream™ Advance intubated filter line adult-pediatric	EA	\$ 369.00	25%	\$ 276.75
MVAI100U	Microstream™ Advance intubated filter line adult-pediatric, 100 ct	EA	\$ 1,273.00	25%	\$ 954.75
MVAIH	Microstream™ Advance intubated filter line adult-pediatric	EA	\$ 576.00	25%	\$ 432.00
MVAIH	Microstream™ Advance intubated filter line adult-pediatric, long	EA	\$ 413.00	25%	\$ 309.75
MVAO	Microstream™ Advance oral/nasal filter line adult, w/O2 tubing	EA	\$ 459.00	25%	\$ 344.25
MVAO100U	Microstream™ Advance oral/nasal filter line adult w/O2 tubing, 100	EA	\$ 1,619.00	25%	\$ 1,214.25
MVAOL	Microstream™ Advance oral/nasal filter line adult w/O2 tubing, long	EA	\$ 585.00	25%	\$ 438.75
MVIIH	Microstream™ Advance intubated filter line neonatal-infant	EA	\$ 720.00	25%	\$ 540.00
MVP	Microstream™ Advance oral/nasal filter line pediatric	EA	\$ 415.00	25%	\$ 311.25
MVPO	Microstream™ Advance oral/nasal filter line pediatric w/O2 tubing	EA	\$ 558.00	25%	\$ 418.50
11996-000164	FilterLine Set Long Adult/Pediatric (box of 25)	EA	\$ 423.00	25%	\$ 317.25
11996-000080	FilterLine H Set Adult/Pediatric (box of 25)	EA	\$ 592.00	25%	\$ 444.00
11996-000001	FilterLine H Set Infant/Neonatal (box of 25)	EA	\$ 740.00	25%	\$ 555.00
11996-000167	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>4	EA	\$ 1,664.00	25%	\$ 1,248.00
11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>4	EA	\$ 472.00	25%	\$ 354.00
11996-000128	SmartCapnoLine w/O2 delivery - Pediatric patients <44lbs (box of 25)	EA	\$ 574.00	25%	\$ 430.50
11996-000166	SmartCapnoLine Plus - Adult/Intermediate patients>44lbs (Cs of 10	EA	\$ 1,547.00	25%	\$ 1,160.25
11996-000165	SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients>44lb	EA	\$ 600.00	25%	\$ 450.00
11996-000120	SmartCapnoLine - Pediatric patients <44lbs (box of 25)	EA	\$ 426.00	25%	\$ 319.50
11171-000013	LNOP NEO,SPO2 SENSOR,DISP,20/B	EA	\$ 618.00	25%	\$ 463.50
11171-000014	LNOP NEOPT,SPO2 SENSOR,DISP,20	EA	\$ 696.00	25%	\$ 522.00
11171-000022	Masimo SET LNCS Neo Pt-L Neonatal Adhesive Sensor 18" single pat	EA	\$ 694.00	25%	\$ 520.50
11171-000035	LNOP NEOPT-L,SPO2 SNSR,DISP,20	EA	\$ 674.00	25%	\$ 505.50
11171-000070	Masimo RC Patient Cable Extension, 8 FT. For use between RC Patie	EA	\$ 445.00	15%	\$ 378.25
11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	EA	\$ 35.00	25%	\$ 26.25
11160-000012	NIBP Cuff-Disposable Infant	EA	\$ 14.55	25%	\$ 10.91
11160-000014	NIBP Cuff-Disposable Child	EA	\$ 15.76	25%	\$ 11.82
11160-000016	NIBP Cuff-Disposable Adult	EA	\$ 16.98	25%	\$ 12.73
11160-000018	NIBP Cuff-Disposable Large Adult	EA	\$ 16.98	25%	\$ 12.73
11160-000020	NIBP Cuff-Disposable X-tra Large Adult	EA	\$ 22.00	25%	\$ 16.50
11171-000012	Masimo SET LNOP SpO2 Sensor -Pediatric Disposable (1 box of 20 se	EA	\$ 514.00	25%	\$ 385.50
11171-000016	Masimo SET LNCS Patient Cable - 10 foot	EA	\$ 405.00	25%	\$ 303.75
11171-000017	Masimo SET LNCS Adult Reusable Sensor	EA	\$ 449.00	25%	\$ 336.75
11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	EA	\$ 416.00	25%	\$ 312.00
11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	EA	\$ 448.00	25%	\$ 336.00
11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	EA	\$ 508.00	25%	\$ 381.00
11171-000024	Masimo SET LNCS Patient Cable - 4 foot	EA	\$ 285.00	25%	\$ 213.75
11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	EA	\$ 350.00	25%	\$ 262.50
11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	EA	\$ 628.00	25%	\$ 471.00
11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	EA	\$ 687.00	25%	\$ 515.25
11171-000031	Masimo SET LNCS Infant Disposable Sensor (box of 20)	EA	\$ 628.00	25%	\$ 471.00
11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	EA	\$ 1,403.00	25%	\$ 1,052.25
11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	EA	\$ 1,403.00	25%	\$ 1,052.25
11171-000051	DBI-dc8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8 ft., 1/bo	EA	\$ 1,008.00	25%	\$ 756.00
11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR,REF 2653	EA	\$ 473.00	25%	\$ 354.75
11171-000053	DIGITBOOTRED DBI-DC8, ADTREUSABLESENSOR,REF 2644	EA	\$ 1,008.00	25%	\$ 756.00
11171-000054	Reuseable Light Shield, 5 /box	EA	\$ 93.00	25%	\$ 69.75
11171-000055	Disposable Light Shield 10/pack	EA	\$ 88.00	25%	\$ 66.00
11171-000067	LNCS E1, ADULT, EAR SENSOR, RE	EA	\$ 524.00	25%	\$ 393.00
11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	EA	\$ 55.00	25%	\$ 41.25
11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	EA	\$ 153.00	25%	\$ 114.75
11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	EA	\$ 153.00	25%	\$ 114.75
11996-000090	Electrode EDGE QUIK-COMBO RTS	EA	\$ 58.00	25%	\$ 43.50
11996-000091	Electrode EDGE QUIK-COMBO Adult	EA	\$ 48.00	25%	\$ 36.00
11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	EA	\$ 58.00	25%	\$ 43.50
11996-000115	Oxisensor II infant sensor (24/BX)	EA	\$ 1,123.00	25%	\$ 842.25
11996-000116	Oxisensor II pediatric sensor (24/BX)	EA	\$ 870.00	25%	\$ 652.50
11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	EA	\$ 284.00	25%	\$ 213.00
11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	EA	\$ 347.00	25%	\$ 260.25
11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	EA	\$ 586.00	25%	\$ 439.50
11996-000326	Masimo SET RED LNOP Patient Cable - 4 foot	EA	\$ 348.00	25%	\$ 261.00
11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	EA	\$ 545.00	25%	\$ 408.75
11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	EA	\$ 1,002.00	25%	\$ 751.50
11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	EA	\$ 545.00	25%	\$ 408.75
11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	EA	\$ 1,002.00	25%	\$ 751.50
11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	EA	\$ 1,223.00	25%	\$ 917.25
11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foo	EA	\$ 1,673.00	25%	\$ 1,254.75
11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 f	EA	\$ 1,223.00	25%	\$ 917.25
21300-008054	4-Wire Cable Comb (10- Pack)	EA	\$ 78.00	25%	\$ 58.50

**VALUE-ADD , Products and Services**

21300-008055	6-Wire Cable Comb (10- Pack)	EA	\$ 78.00	25%	\$ 58.50
11171-000021	Masimo SET LNCS Neo-L Neonatal Adhesive Sensor 18" single patien	EA	\$ 632.00	25%	\$ 474.00
11171-000026	Masimo SET LNCS Infant Disposable Sensors (box of 20)	EA	\$ 632.00	25%	\$ 474.00
21340-000706	LIFENET PC Gateway	EA	\$ 618.00	10%	\$ 556.20
78000172	CODE-STAT Maint Subscrip 3 yrs	EA	\$ 2,086.00	10%	\$ 1,877.40
78000150	LIFENET Premium	EA	\$ 15,089.00	10%	\$ 13,580.10
78000151	LIFENET Standard	EA	\$ 8,450.00	10%	\$ 7,605.00
78000152	LIFENET Basic	EA	\$ 4,225.00	10%	\$ 3,802.50
78000170	LIFENET GE Cardiology Cart Integration	EA	\$ 2,535.00	10%	\$ 2,281.50
78000171	LIFENET Asset, per device	EA	\$ 137.00	10%	\$ 123.30
81000001	EMS LIFENET PRO TIER 1	EA	\$ 500.00	10%	\$ 450.00
81000002	EMS LIFENET PRO TIER 2	EA	\$ 2,500.00	10%	\$ 2,250.00
81000003	EMS LIFENET PRO TIER 3	EA	\$ 7,500.00	10%	\$ 6,750.00
81000004	EMS LIFENET PRO TIER 4	EA	\$ 20,000.00	10%	\$ 18,000.00
81000056	LIFENET Care Enterprise-Site	EA	\$ 4,000.00	10%	\$ 3,600.00
81000027	HOSP LIFENET CARE PRO TIER 1	EA	\$ 11,950.00	10%	\$ 10,755.00
81000028	HOSP LIFENET CARE PRO TIER 2	EA	\$ 16,950.00	10%	\$ 15,255.00
81000029	HOSP LIFENET CARE PRO TIER 3	EA	\$ 21,950.00	10%	\$ 19,755.00
81000030	HOSP LIFENET CARE PRO TIER 4	EA	\$ 25,950.00	10%	\$ 23,355.00
81000070	HOSP LIFENET CARE PRO TIER 5	EA	\$ 5,000.00	10%	\$ 4,500.00
81000036	HOSP LIFENET PRO TIER 1 RENEW	EA	\$ 11,950.00	10%	\$ 10,755.00
81000037	HOSP LIFENET PRO TIER 2 RENEW	EA	\$ 16,950.00	10%	\$ 15,255.00
81000038	HOSP LIFENET PRO TIER 3 RENEW	EA	\$ 21,950.00	10%	\$ 19,755.00
81000039	HOSP LIFENET PRO TIER 4 RENEW	EA	\$ 25,950.00	10%	\$ 23,355.00
81000065	HOSP LIFENET PRO TIER 5 RENEW	EA	\$ 5,000.00	10%	\$ 4,500.00
81000054	HOSP LIFENET PRO ENT TIER 2	EA	\$ 90,000.00	10%	\$ 81,000.00
81000071	HOSP LIFENET PRO ENT TIER 3	EA	\$ 200,000.00	10%	\$ 180,000.00
81000044	HOSP LIFENET PRO ENT RENEW	EA	\$ 45,000.00	10%	\$ 40,500.00
81000072	HOSP LIFENET PRO ENT TIER 2 RENEWAL	EA	\$ 90,000.00	10%	\$ 81,000.00
81000073	HOSP LIFENET PRO ENT TIER3 RENEWAL	EA	\$ 200,000.00	10%	\$ 180,000.00
81000074	LEGACY ALRT UPG PROM CARE PRO	EA	\$ 2,000.00	10%	\$ 1,800.00
81000031	HOSP LIFENET STNDRD TIER 1	EA	\$ 6,000.00	10%	\$ 5,400.00
81000032	HOSP LIFENET STNDRD TIER 2	EA	\$ 12,950.00	10%	\$ 11,655.00
81000033	HOSP LIFENET STNDRD TIER 3	EA	\$ 17,950.00	10%	\$ 16,155.00
81000034	HOSP LIFENET STNDRD TIER 4	EA	\$ 21,950.00	10%	\$ 19,755.00
81000055	HOSP LIFENET STNDRD TIER 5	EA	\$ 3,000.00	10%	\$ 2,700.00
81000040	LIFENET STNDARD TIER 1 RENEWAL	EA	\$ 6,000.00	10%	\$ 5,400.00
81000041	LIFENET STNDARD TIER 2 RENEWAL	EA	\$ 12,950.00	10%	\$ 11,655.00
81000042	LIFENET STNDARD TIER 3 RENEWAL	EA	\$ 17,950.00	10%	\$ 16,155.00
81000043	LIFENET STNDARD TIER 4 RENEWAL	EA	\$ 21,950.00	10%	\$ 19,755.00
81000066	LIFENET STNDARD TIER 5 RENEWAL	EA	\$ 3,000.00	10%	\$ 2,700.00
81000035	HOSP LIFENET STNDRD ENT 2-5	EA	\$ 45,000.00	10%	\$ 40,500.00
81000057	HOSP LIFENET STNDRD ENT, 6-10	EA	\$ 60,000.00	10%	\$ 54,000.00
81000058	HOSP LIFENET STNDRD ENT, 11-25	EA	\$ 150,000.00	10%	\$ 135,000.00
81000059	HOSP LIFENET STNDRD ENT RNW, 2-5	EA	\$ 90,000.00	10%	\$ 81,000.00
81000060	HOSP LIFENET STNDRD ENT RNW, 6-10	EA	\$ 60,000.00	10%	\$ 54,000.00
81000061	HOSP LIFENET STNDRD ENT RNW, 11-25	EA	\$ 120,000.00	10%	\$ 108,000.00
81000075	LEGACY ALRT UPG PROM CARE STD	EA	\$ 1,000.00	10%	\$ 900.00
78000168	Verizon Data Plan 1yr	EA	\$ 384.00	10%	\$ 345.60
78000169	AT&T Data Plan 1yr	EA	\$ 512.00	10%	\$ 460.80
81700-000001	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet	EA	\$ 55,268.00	10%	\$ 49,741.20
81700-000002	Bundle: LIFEPAK 15 w/ ACPA (Trending, SpO2, SpCO, NIBP, 12-Lead	EA	\$ 49,863.00	10%	\$ 44,876.70
81700-000003	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, NIBP, EtCO2)	EA	\$ 34,008.00	10%	\$ 30,607.20
81700-000004	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, NIBP,	EA	\$ 48,154.00	10%	\$ 43,338.60
81700-000005	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, EtCO2, BT)	EA	\$ 30,525.00	10%	\$ 27,472.50
81700-000006	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet	EA	\$ 55,332.00	10%	\$ 49,798.80
81700-000007	Bundle: LIFEPAK 15 w/ ACPA (Standard)	EA	\$ 21,293.00	10%	\$ 19,163.70
99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	EA	\$ 30,897.00	10%	\$ 27,807.30
99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead EC	EA	\$ 52,636.00	10%	\$ 47,372.40
99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2	EA	\$ 51,751.00	10%	\$ 46,575.90
99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead EC	EA	\$ 50,039.00	10%	\$ 45,035.10
99577-001930	LIFEPAK 15 Standard	EA	\$ 18,597.00	10%	\$ 16,737.30
99577-001931	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	EA	\$ 29,396.00	10%	\$ 26,456.40
99577-001932	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2	EA	\$ 31,313.00	10%	\$ 28,181.70
99577-001933	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead	EA	\$ 37,187.00	10%	\$ 33,468.30
99577-001934	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	EA	\$ 41,010.00	10%	\$ 36,909.00
99577-001935	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	EA	\$ 45,522.00	10%	\$ 40,969.80
99577-001936	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, Et	EA	\$ 50,039.00	10%	\$ 45,035.10
99577-001937	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, Et	EA	\$ 52,636.00	10%	\$ 47,372.40
99577-001938	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp	EA	\$ 47,233.00	10%	\$ 42,509.70
99577-001939	LIFEPAK 15 Bluetooth	EA	\$ 18,597.00	10%	\$ 16,737.30
99577-001941	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	EA	\$ 21,738.00	10%	\$ 19,564.20
99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	EA	\$ 38,829.00	10%	\$ 34,946.10
99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	EA	\$ 27,891.00	10%	\$ 25,101.90
99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	EA	\$ 24,880.00	10%	\$ 22,392.00
99577-001946	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	EA	\$ 25,698.00	10%	\$ 23,128.20
99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Chan	EA	\$ 28,710.00	10%	\$ 25,839.00
99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pr	EA	\$ 29,528.00	10%	\$ 26,575.20
99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	EA	\$ 31,313.00	10%	\$ 28,181.70
99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluet	EA	\$ 32,124.00	10%	\$ 28,911.60
99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	EA	\$ 35,823.00	10%	\$ 32,240.70
99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	EA	\$ 37,187.00	10%	\$ 33,468.30
99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Blue	EA	\$ 41,010.00	10%	\$ 36,909.00
99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, T	EA	\$ 42,721.00	10%	\$ 38,448.90
99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO	EA	\$ 45,522.00	10%	\$ 40,969.80

**VALUE-ADD , Products and Services**

99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2,Blueto	EA	\$ 47,233.00	10%	\$ 42,509.70
99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressur	EA	\$ 34,448.00	10%	\$ 31,003.20
99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 In	EA	\$ 43,607.00	10%	\$ 39,246.30
99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO	EA	\$ 48,124.00	10%	\$ 43,311.60
99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG,	EA	\$ 44,432.00	10%	\$ 39,988.80
99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG	EA	\$ 41,835.00	10%	\$ 37,651.50
99577-001966	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Inva	EA	\$ 34,727.00	10%	\$ 31,254.30
96577-000015	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing, 12-Lea	EA	\$ 18,902.00	10%	\$ 17,011.80
96577-000016	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing SpO2,	EA	\$ 15,220.00	10%	\$ 13,698.00
96577-000017	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing, SpO2,	EA	\$ 23,753.00	10%	\$ 21,377.70
96577-000018	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing, SpO2,	EA	\$ 28,889.00	10%	\$ 26,000.10
96577-000019	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing, SpO2,	EA	\$ 29,441.00	10%	\$ 26,496.90
96577-000020	ACLS: FOR TRAINING ONLY. Manual & AED, Pacing, SpO2, NIBP, EtC	EA	\$ 19,730.00	10%	\$ 17,757.00
96577-000021	ACLS: FOR TRAINING ONLY. Manual & AED, Pacing, SpO2, NIBP,12-L	EA	\$ 25,842.00	10%	\$ 23,257.80
96577-000022	ACLS: FOR TRAINING ONLY. Manual & AED, Pacing, SpO2, SpCO, NIB	EA	\$ 28,679.00	10%	\$ 25,811.10
99577-002166	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, EtCO2, BT	EA	\$ 28,704.00	10%	\$ 25,833.60
99577-002167	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2,Te	EA	\$ 39,693.00	10%	\$ 35,723.70
99577-002168	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2	EA	\$ 29,601.00	10%	\$ 26,640.90
99577-002169	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead	EA	\$ 48,293.00	10%	\$ 43,463.70
99577-002170	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2,12-Lead	EA	\$ 38,850.00	10%	\$ 34,965.00
99577-002171	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, 12-Lead ECG, E	EA	\$ 41,323.00	10%	\$ 37,190.70
99577-002172	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, Et	EA	\$ 44,839.00	10%	\$ 40,355.10
99577-002173	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, 2	EA	\$ 40,538.00	10%	\$ 36,484.20
99577-002174	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, EtCO2, 2 IP Channels	EA	\$ 31,815.00	10%	\$ 28,633.50
99577-002175	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2, 2 IP Cha	EA	\$ 32,080.00	10%	\$ 28,872.00
99577-002176	LIFEPAK 15 V4 Trending, Pacing, SpO2, EtCO2	EA	\$ 25,570.00	10%	\$ 23,013.00
99577-002177	LIFEPAK 15 V4 Trending, Pacing, SpO2, EtCO2, 12-Lead ECG	EA	\$ 35,988.00	10%	\$ 32,389.20
99577-002179	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP	EA	\$ 23,481.00	10%	\$ 21,132.90
99577-002180	LIFEPAK 15 V4 Trending, Pacing, 12-Lead ECG	EA	\$ 28,434.00	10%	\$ 25,590.60
99577-002181	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 2 IP Channels	EA	\$ 26,350.00	10%	\$ 23,715.00
99577-002182	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, NIBP, EtCO2	EA	\$ 33,125.00	10%	\$ 29,812.50
99577-002183	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2	EA	\$ 19,710.00	10%	\$ 17,739.00
99577-002184	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, 2 IP Channels	EA	\$ 27,130.00	10%	\$ 24,417.00
99577-002345	LIFEPAK 15 V4 Trending, Pacing, SpO2	EA	\$ 17,821.00	10%	\$ 16,038.90
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	EA	\$ 20,015.00	9%	\$ 18,213.65
99576-000083	LUCAS 3, 3.1, TRAINING UNIT, EN	EA	\$ 11,862.00	9%	\$ 10,794.42
11576-000035	LUCAS 1 Carry Bag (Backpack)	EA	\$ 787.00	15%	\$ 668.95
11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	EA	\$ 186.00	15%	\$ 158.10
11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	EA	\$ 662.00	15%	\$ 562.70
11576-000053	Back Plate Grip Tape (3 pack)	EA	\$ 154.00	15%	\$ 130.90
11576-000060	LUCAS 2 Stand-alone Battery Charger	EA	\$ 1,555.00	15%	\$ 1,321.75
11576-000064	LUCAS PCI BACK PLATE	EA	\$ 4,667.00	15%	\$ 3,966.95
11576-000088	LUCAS Slim Back Plate	EA	\$ 524.00	15%	\$ 445.40
11576-000089	Grip Tape, LUCAS Slim Back Plate	EA	\$ 38.00	15%	\$ 32.30
11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	EA	\$ 92.00	15%	\$ 78.20
11576-000094	LUCAS Carrying Case, Hard Shell	EA	\$ 596.00	15%	\$ 506.60
11996-000278	LUCAS 1 Connector - Chemtron Air	EA	\$ 491.00	15%	\$ 417.35
11996-000279	LUCAS 1 Connector - Ohmeda Air	EA	\$ 491.00	15%	\$ 417.35
11996-000280	LUCAS 1 Connector - Puritan Bennet Air	EA	\$ 491.00	15%	\$ 417.35
11996-000281	LUCAS 1 Connector - Diss Air	EA	\$ 491.00	15%	\$ 417.35
11996-000282	LUCAS 1 Connector - Schrader Air	EA	\$ 491.00	15%	\$ 417.35
11996-000283	LUCAS 1 Connector - Oxequip Air	EA	\$ 491.00	15%	\$ 417.35
11996-000285	LUCAS 1 Regulator	EA	\$ 845.00	15%	\$ 718.25
21996-000044	LUCAS Back Plate	EA	\$ 502.00	15%	\$ 426.70
21996-000061	LUCAS 1 Extention Hose	EA	\$ 454.00	15%	\$ 385.90
21576-000016	LUCAS 2 - REFURBISHING KIT	EA	\$ 863.00	15%	\$ 733.55
21576-000023	PTFE SPRAY LUBRICANT	EA	\$ 198.00	15%	\$ 168.30
21576-000026	LUCAS 2 FRAME ASSY	EA	\$ 1,568.00	15%	\$ 1,332.80
21576-000047	SCREW PT K40X12 WN 1452A2	EA	\$ 5.89	15%	\$ 5.00
21576-000089	BRACKET, HOOD, LUCAS	EA	\$ 518.00	15%	\$ 440.30
21996-000027	ADJUSTMENT HANDLE SP	EA	\$ 59.00	15%	\$ 50.15
21996-000036	SEAL-SHAFT	EA	\$ 4.71	15%	\$ 4.00
21996-000060	TIMING MODULE ASSY (V2)	EA	\$ 3,124.00	15%	\$ 2,655.40
11576-000036	Patient Strap (each)	EA	\$ 143.00	15%	\$ 121.55
11576-000038	LUCAS 2 Carrying Bag	EA	\$ 456.00	15%	\$ 387.60
11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	EA	\$ 951.00	15%	\$ 808.35
11576-000048	LUCAS 2 12V Car Cable	EA	\$ 189.00	15%	\$ 160.65
11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	EA	\$ 138.00	15%	\$ 117.30
11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pa	EA	\$ 359.00	15%	\$ 305.15
11576-000052	Back Plate Grip Tape	EA	\$ 60.00	15%	\$ 51.00
11576-000069	LUCAS PATIENT STRAP-BULK	EA	\$ 64.00	15%	\$ 54.40
11576-000070	LUCAS 2 Rubber Bumper	EA	\$ 57.00	15%	\$ 48.45
11576-000071	Lucas Power Supply	EA	\$ 492.00	15%	\$ 418.20
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	EA	\$ 925.00	15%	\$ 786.25
11576-000091	LUCAS 3 Bumpers (Black)	EA	\$ 57.00	15%	\$ 48.45
21576-000074	LUCAS Stabilization Strap	EA	\$ 122.00	15%	\$ 103.70
21576-000075	LUCAS Stabilization Strap (4 pack)	EA	\$ 392.00	15%	\$ 333.20
11576-000037	LUCAS STABILIZATION STRAP YELL	EA	\$ 473.00	15%	\$ 402.05
11576-000065	LUCAS STABILIZATION STRAP YELL	EA	\$ 116.00	15%	\$ 98.60
21996-000064	LUCAS STABILIZATION STRAP IN S	EA	\$ 127.00	15%	\$ 107.95
11576-000072	LUCAS 2 Bumpers, Grey pair	EA	\$ 56.00	15%	\$ 47.60
11996-000321	PADDING-PROTECTIVE, ASSEMBLY	EA	\$ 59.00	15%	\$ 50.15
21576-000006	LUCAS 2 - COMPRESSION MODULE	EA	\$ 6,185.00	15%	\$ 5,257.25
21576-000007	LUCAS 2 - DRIVE BELT	EA	\$ 264.00	15%	\$ 224.40
21576-000008	LUCAS 2 - HOOD WITH USERPANEL	EA	\$ 1,707.00	15%	\$ 1,450.95

**VALUE-ADD , Products and Services**

21576-000009	LUCAS 2 - BELLOWS	EA	\$ 737.00	15%	\$ 626.45
21576-000010	LUCAS 2 - ELECTRIC FAN	EA	\$ 799.00	15%	\$ 679.15
21576-000011	LUCAS 2 - ELECTRIC MOTOR	EA	\$ 2,053.00	15%	\$ 1,745.05
21576-000012	LUCAS 2 - SHAFT SEAL, GREY	EA	\$ 18.84	15%	\$ 16.01
21576-000013	LUCAS 2 - SUPPORT LEG	EA	\$ 1,228.00	15%	\$ 1,043.80
21576-000018	LUCAS 2 CARRY BALL SCREWGREASE	EA	\$ 104.00	15%	\$ 88.40
21576-000019	LUCAS 2 INTERNAL COMMUNICATION	EA	\$ 325.00	15%	\$ 276.25
21576-000020	LUCAS 2 HOOD COMMUNICATION CAB	EA	\$ 341.00	15%	\$ 289.85
21576-000025	BATTERY CONNECTOR BOARD	EA	\$ 306.00	15%	\$ 260.10
21576-000027	LUCAS 2 POWER INLET	EA	\$ 270.00	15%	\$ 229.50
21576-000050	AXEL-ANGLE SHAFT	EA	\$ 12.95	15%	\$ 11.01
21576-000063	SCREW MRX-H M3X50 A2 DIN7985	EA	\$ 5.89	15%	\$ 5.00
21576-000064	SCREW MFT M5X20 A2	EA	\$ 7.06	15%	\$ 6.00
21576-000066	LUCAS 2 - COMPRESSION MODULE 2	EA	\$ 6,299.00	15%	\$ 5,354.15
21576-000067	LUCAS 2 - HOOD WITH USERPANEL	EA	\$ 1,329.00	15%	\$ 1,129.65
21576-000070	LUCAS 2 INTERNAL COMMUNICATION	EA	\$ 220.00	15%	\$ 187.00
21576-000072	LUCAS 2 POWER INLET 2.2	EA	\$ 378.00	15%	\$ 321.30
21576-000080	HOOD, WITH USER PANEL, LUCAS 3	EA	\$ 868.00	15%	\$ 737.80
21576-000081	LEG, SUPPORT, LUCAS 3	EA	\$ 469.00	15%	\$ 398.65
11996-000471	4G Modem: Verizon Cellular non-Kore (customer data plan)	EA	\$ 1,546.00	10%	\$ 1,391.40
11996-000474	4G Modem: Verizon Cellular Kore (Stryker data plan)	EA	\$ 1,546.00	10%	\$ 1,391.40
11996-000475	4G Modem: AT&T Cellular Kore (Stryker data plan)	EA	\$ 1,546.00	10%	\$ 1,391.40
11996-000476	ASSEMBLY, GATEWAY, 4G, MULTITE	EA	\$ 1,546.00	10%	\$ 1,391.40
11996-000479	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	EA	\$ 2,945.00	10%	\$ 2,650.50
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	EA	\$ 2,945.00	10%	\$ 2,650.50
11996-000484	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	EA	\$ 2,945.00	10%	\$ 2,650.50
11996-000526	ASSEMBLY, GATEWAY, 4G, MULTITE	EA	\$ 1,546.00	10%	\$ 1,391.40
21996-000109	TITAN III -Wifi Gateway	EA	\$ 1,328.00	10%	\$ 1,195.20
21996-000110	Titan III Trio – WiFi & Cellular & Fast Audio Gateway, No Sim	EA	\$ 3,374.00	10%	\$ 3,036.60
50998-000011	OSITECH WIRELESS PART REPLACEMENT	EA	\$ 173.00	10%	\$ 155.70
21330-001024	ADAPTER ASSY-ELECTRODE,HARD PADDLE,PAD PRINTED	EA	\$ 112.00	15%	\$ 95.20
26500-002408	LIFEPAK 15 Operating Instructions	EA	\$ 92.00	15%	\$ 78.20
31115788	ECG electrodes, High adhesion - quantity 600 (120 5-packs)	EA	\$ 209.00	25%	\$ 156.75
31115796	ECG electrodes, High adhesion - quantity 600 (200 3-packs)	EA	\$ 576.00	25%	\$ 432.00
SEM-EC	SMART EQUIPMENT MANAGEMENT - EC	EA	\$ 230.00	15%	\$ 195.50
LIFEPAK-FLD-PROCARE (PM ONLY)	PROCARE SERVICE - LIFEPAK FIELD REPAIR - PM ONLY	EA	\$ 544.00	15%	\$ 462.40
LIFEPAK-FLD-PROCARE (PARTS LABOR	PROCARE SERVICE - LIFEPAK FIELD REPAIR - PARTS LABOR TRAVEL O	EA	\$ 1,210.00	15%	\$ 1,028.50
LIFEPAK-FLD-PROCARE (PM AND PART	PROCARE SERVICE - LIFEPAK FIELD REPAIR - PLT AND PM	EA	\$ 1,754.00	15%	\$ 1,490.90
LIFEPAK-FLD-PROCARE (BATTERY COV	PROCARE SERVICE - LIFEPAK FIELD REPAIR - BATTERY SERVICE ADD	EA	\$ 450.00	15%	\$ 382.50
LIFEPAK-FLD-PROCARE (CASE CHANGE	PROCARE SERVICE - LIFEPAK FIELD REPAIR - CASE CHANGE	EA	\$ 1,836.00	15%	\$ 1,560.60
LIFEPAK-DEP-PROCARE (PM ONLY)	PROCARE SERVICE - LIFEPAK DEPOT REPAIR - PM ONLY	EA	\$ 441.00	15%	\$ 374.85
LIFEPAK-DEP-PROCARE (PARTS LABOR	PROCARE SERVICE - LIFEPAK DEPOT REPAIR - PARTS LABOR TRAVEL	EA	\$ 828.00	15%	\$ 703.80
LIFEPAK-DEP-PROCARE (PM AND PART	PROCARE SERVICE - LIFEPAK DEPOT REPAIR - PLT AND PM	EA	\$ 1,269.00	15%	\$ 1,078.65
LIFEPAK-DEP-PROCARE (BATTERY COV	PROCARE SERVICE - LIFEPAK DEPOT REPAIR - BATTERY SERVICE ADD	EA	\$ 450.00	15%	\$ 382.50
LIFEPAK-DEP-PROCARE (CASE CHANGE	PROCARE SERVICE - LIFEPAK DEPOT REPAIR - CASE CHANGE	EA	\$ 1,836.00	15%	\$ 1,560.60
AED-FIELD-PROCARE (PM ONLY)	PROCARE SERVICE - AED FIELD REPAIR - PM ONLY	EA	\$ 456.00	15%	\$ 387.60
AED-DEPOT-PROCARE (PM ONLY)	PROCARE SERVICE - AED DEPOT REPAIR - PM ONLY	EA	\$ 368.00	15%	\$ 312.80
LUCAS-FLD-PROCARE (PM ONLY)	PROCARE SERVICE - LUCAS FIELD REPAIR - PM ONLY	EA	\$ 441.00	15%	\$ 374.85
LUCAS-FLD-PROCARE (PARTS LABOR	PROCARE SERVICE - LUCAS FIELD REPAIR - PARTS LABOR TRAVEL ON	EA	\$ 828.00	15%	\$ 703.80
LUCAS-FLD-PROCARE (PM AND PART	PROCARE SERVICE - LUCAS FIELD REPAIR - PLT AND PM	EA	\$ 1,269.00	15%	\$ 1,078.65
LUCAS-FLD-PROCARE (BATTERY COV	PROCARE SERVICE - LUCAS FIELD REPAIR - BATTERY SERVICE ADD O	EA	\$ 450.00	15%	\$ 382.50
LUCAS-DEP-PROCARE (PM ONLY)	PROCARE SERVICE - LUCAS DEPOT REPAIR - PM ONLY	EA	\$ 308.00	15%	\$ 261.80
LUCAS-DEP-PROCARE (PARTS LABOR	PROCARE SERVICE - LUCAS DEPOT REPAIR - PARTS LABOR TRAVEL O	EA	\$ 667.00	15%	\$ 566.95
LUCAS-DEP-PROCARE (PM AND PART	PROCARE SERVICE - LUCAS DEPOT REPAIR - PLT AND PM	EA	\$ 975.00	15%	\$ 828.75
LUCAS-DEP-PROCARE (BATTERY COV	PROCARE SERVICE - LUCAS DEPOT REPAIR - BATTERY SERVICE ADD O	EA	\$ 450.00	15%	\$ 382.50
PRT-LUCAS-PROCARE (PM ONLY)	PROCARE SERVICE - PRT LUCAS - PM ONLY	EA	\$ 441.00	15%	\$ 374.85
PRT-LUCAS-PROCARE (PARTS LABOR	PROCARE SERVICE - PRT LUCAS - PARTS LABOR TRAVEL ONLY	EA	\$ 662.00	15%	\$ 562.70
PRT-LUCAS-PROCARE (PM AND PART	PROCARE SERVICE - PRT LUCAS - PLT AND PM	EA	\$ 1,103.00	15%	\$ 937.55
PRT-LUCAS-PROCARE (BATTERY COV	PROCARE SERVICE - PRT LUCAS - BATTERY SERVICE ADD ON	EA	\$ 450.00	15%	\$ 382.50
PRT-DEFIB-PROCARE (PM ONLY)	PROCARE SERVICE - PRT DEFIB - PM ONLY	EA	\$ 544.00	15%	\$ 462.40
PRT-DEFIB-PROCARE (PARTS LABOR	PROCARE SERVICE - PRT DEFIB - PARTS LABOR TRAVEL ONLY	EA	\$ 1,210.00	15%	\$ 1,028.50
PRT-DEFIB-PROCARE (PM AND PART	PROCARE SERVICE - PRT DEFIB - PLT AND PM	EA	\$ 1,754.00	15%	\$ 1,490.90
PRT-DEFIB-PROCARE (BATTERY COVE	PROCARE SERVICE - PRT DEFIB - BATTERY SERVICE ADD ON	EA	\$ 450.00	15%	\$ 382.50
PRT-DEFIB-PROCARE (CASE CHANGE)	PROCARE SERVICE - PRT DEFIB - CASE CHANGE	EA	\$ 1,836.00	15%	\$ 1,560.60
78000459	LIFELINKcentral NON CONNECTED Device Upload	EA	\$ 25.00	10%	\$ 22.50
78000417	LIFELINKcentral Premium, US 1Yr	EA	\$ 224.00	10%	\$ 201.60
78000418	LIFELINKcentral Premium US 2Yr	EA	\$ 404.00	10%	\$ 363.60
78000419	LIFELINKcentral Premium US 4Yr	EA	\$ 674.00	10%	\$ 606.60
78000420	LIFELINKcentral Premium US 8Yr	EA	\$ 1,257.00	10%	\$ 1,131.30
78000421	LIFELINKcentral Premium, 1Yr Non-Physio	EA	\$ 224.00	10%	\$ 201.60
78000422	LIFELINKcentral Premium, 2Yr Non-Physio	EA	\$ 404.00	10%	\$ 363.60
78000423	LIFELINKcentral Premium, 4Yr Non-Physio	EA	\$ 674.00	10%	\$ 606.60
78000455	LIFELINKcentral Pro LICENSE 1YR	EA	\$ 129.00	10%	\$ 116.10
78000456	LIFELINKcentral Pro LICENSE 2YR	EA	\$ 231.00	10%	\$ 207.90
78000457	LIFELINKcentral Pro LICENSE 4YR	EA	\$ 410.00	10%	\$ 369.00
78000458	LIFELINKCENTRAL PROLICENSE 8YR	EA	\$ 770.00	10%	\$ 693.00
301-000-000	McGRATH MAC EMS Video Laryngoscope	EA	\$ 3,639.00	12%	\$ 3,202.32
1160000030	CODE-STAT 11 DATA REVIEW SEAT	EA	\$ 3,541.00	10%	\$ 3,186.90
1160000029	CODE-STAT ENTERPRISE SUBSCRIPT	EA	\$ 57,475.00	10%	\$ 51,727.50
50998000025	PLAN,DATA,4 YEAR, LPCR2	EA	\$ 603.00	10%	\$ 542.70
50998000026	PLAN,DATA,8 YEAR, LPCR2	EA	\$ 792.00	10%	\$ 712.80
21340000769	APPLICATION, LIFENET PCGATEWAY	EA	\$ 580.00	10%	\$ 522.00
300-000-100	LARYNGOSCOPE,CASE, MCGRATH	EA	\$ 155.00	12%	\$ 136.40
11996-000456	RD SET DCI, 3ft. Adult Reusable Sensor, 1/box	EA	\$ 404.00	15%	\$ 343.40
11996-000455	RD SET DCIP, Pediatric Reusable Sensor, 1/box	EA	\$ 404.00	15%	\$ 343.40

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11996-000508	RD SET DBI, Adult Reusable Soft Sensor 1/box	EA	\$ 449.00	15%	\$ 381.65
11996-000509	RD SET Reusable Ear Sensor TC-I	EA	\$ 440.00	15%	\$ 374.00
11996-000518	RD rainbow Adult/Neo 8λ SpCO, SpO2, and SpMet, Adult Adhesive S	EA	\$ 959.00	25%	\$ 719.25
11996-000517	RD rainbow Inf 8λ SpCO, SpO2, and SpMet, Adult Adhesive Sensors	EA	\$ 992.00	25%	\$ 744.00
11996-000515	RD rainbow Adt 8λ SpCO, SpO2, and SpMet, Adult Adhesive Sensors	EA	\$ 959.00	25%	\$ 719.25
11996-000516	RD rainbow Pdt 8λ SpCO, SpO2, and SpMet, Adult Adhesive Sensors	EA	\$ 992.00	25%	\$ 744.00
11996-000511	RD rainbow SET MD20-12, 20-pin Patient Cable, 12 ft	EA	\$ 315.00	25%	\$ 236.25
11996-000505	RD rainbow SET MD20-1.5, 20-pin Patient Cable, 1.5 ft	EA	\$ 302.00	25%	\$ 226.50
11996-000510	RD rainbow SET MD20-05, 20-pin Patient Cable, 5 ft	EA	\$ 302.00	25%	\$ 226.50
11171-000060	RD SET Adult Adhesive Sensor	EA	\$ 451.00	25%	\$ 338.25
11171-000061	RD SET Pediatric Adhesive Sensor	EA	\$ 478.00	25%	\$ 358.50
11171-000062	RD SET Infant Adhesive Sensor	EA	\$ 591.00	25%	\$ 443.25
11171-000063	RD SET Neonate Adhesive Sensor	EA	\$ 591.00	25%	\$ 443.25
11171-000064	RD SET Neonatal Preterm Adhesive Sensor	EA	\$ 649.00	25%	\$ 486.75
11171-000083	RD SET Neo Pt-500 (18")	EA	\$ 650.00	25%	\$ 487.50
11996-000519	LNCS-II rainbow® DCI 8λ SpCO, Adult Reusable Sensor	EA	\$ 859.00	25%	\$ 644.25
11996-000520	LNCS-II rainbow® DCIP 8λ SpCO, Pediatric Reusable Sensor	EA	\$ 945.00	25%	\$ 708.75
11996-000507	RD SET E1	EA	\$ 509.00	25%	\$ 381.75
11996-000543	EMS RD Rainbow SET MD20-04', 20-pin mini-D rectangular connecto	EA	\$ 336.00	25%	\$ 252.00
11996-000513	RD SET Patient Cable, 5 ft, MD-14, LP20e Cable	EA	\$ 225.00	25%	\$ 168.75
11996-000514	RD SET Patient Cable, 12 ft, MD-14, LP20e Cable	EA	\$ 315.00	25%	\$ 236.25
11996-000512	RD SET Patient Cable, 1.5 ft, MD-14, LP20e Cable	EA	\$ 200.00	25%	\$ 150.00

Notes:

1. IP rod ucts or services are also quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through <https://www.stryker.com/us/en/emergency-care/contact.html> for advice.
2. IIIlf Agreement is a multi-year contract, Supplier may increase pricing no more than once annually in accordance with CPI and other industry standards. Such price increase shall be incorporated by amendment to this Agreement and signed by NASPO and Supplier.




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## Procurement Master Contract

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### Exhibit D – Value Add: ProCare Service Terms

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#### 1. SERVICE COVERAGE

Supplier shall provide to Participating Entity the ProCare Program(s) services (the “Services”) as requested by Participating Entity in accordance with the terms hereunder for certain products (“Equipment”). The Services and the Service Plan(s) are ancillary to and not a complete substitute for the requirements of Participating Entity to adhere to the routine maintenance instructions provided by Contractor, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Participating Entity covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Participating Entity’s property (if Participating Entity owns the Equipment) and the replaced item will be Supplier’s property.

#### 2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement, upon each party’s written consent, additional Equipment may be added. All additions are subject to the terms and conditions contained herein. The parties shall mutually agree that Contractor shall adjust the charges and modify the Equipment Schedule to reflect any additions.

#### 3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Contractor. Such arrangements will include travel and other special charges at Supplier’s then current rates.

#### 4. INSPECTION ACTIVITY

On each scheduled service inspection, Contractor’s Service Representative will inspect each available item of Equipment as required in accordance with Contractor’s then current maintenance procedures for said Equipment.

#### 5. PARTICIPATING ENTITY OBLIGATIONS

Participating Entity shall use commercially reasonable efforts to cooperate with Contractor in connection with Contractor’s performance of the Services. Participating Entity understands and acknowledges that Contractor Service Representatives will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Participating Entity’s personnel will refrain from requesting Contractor Service Representatives to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Participating Entity policies, or the patient’s informed consent. A refusal by Contractor’s Service Representatives to engage in such activities shall not be a breach of this Agreement. Participating Entity consents to the presence of Contractor’s Service Representatives in its operating rooms, where applicable, to allow Contractor to provide Services under this Agreement and represents that it will obtain all necessary consents.

#### 6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Participating Entity’s payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Contractor, its affiliates and/or assigns, the intended economic yield for the transaction described in this



Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice, or the minimum period as may be established under the Participating Entity's state-mandated regulations. Failure to comply with Net 30 Day (or state regulated) terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Contractor reserves the right, with no liability to Contractor, to cancel this Agreement due to payment default.

7. **INITIAL INSPECTION**

This Agreement shall be applicable only to such Equipment as listed in the Equipment Schedule, which has been determined by a Contractor's Representative to be in good operating condition upon his/her initial inspection thereof.

8. **MAINTENANCE INSPECTION**

THIS AGREEMENT MAY INCLUDE PRODUCTS WHICH ARE BEYOND THEIR WARRANTY PERIOD AND TESTED EXPECTED SERVICE LIFE. ANY SUCH PRODUCT WILL BE INSPECTED SOLELY TO DETERMINE IF THE PRODUCT MEETS THE OPERATIONS AND MAINTENANCE MANUAL GUIDELINES FOR THAT PARTICULAR PRODUCT AS OF THE DATE OF INSPECTION. DESPITE ANY SUCH INSPECTION, CONTRACTOR MAKES NO CLAIMS OR ASSURANCES AS TO FUTURE PERFORMANCE, INCLUDING NO EXPRESS OR IMPLIED WARRANTY, FOR ANY PRODUCT WHICH WAS INSPECTED OUTSIDE OF ITS WARRANTY PERIOD OR BEYOND ITS TESTED EXPECTED SERVICE LIFE.

9. **SERVICE PLAN WARRANTY AND LIMITATIONS**

Contractor represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will materially comply with all applicable laws and regulations. During the term of the Service Plan, Contractor will maintain the Equipment in good working condition. Notwithstanding any other provision of the Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (a) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance, as set out in the Contractor maintenance manual or operating instructions; (b) accidents; (c) catastrophe; (d) acts of god; (e) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-contractor authorized personnel; (f) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (g) Equipment that has been repaired with any unauthorized or non-contractor parts/components. In addition, in order to ensure safe operation of the Equipment, only Contractor accessories should be used. Contractor reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Contractor.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY CONTRACTOR, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY**

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER SECTION 11, CONTRACTOR'S LIABILITY ARISING UNDER THE SERVICE PLAN WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL CONTRACTOR BE LIABLE TO PARTICIPATING ENTITY FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO SERVICE PLAN.



11. INDEMNIFICATION

Contractor shall indemnify and hold harmless Participating Entity from any loss or damage brought by a third party which Participating Entity may suffer directly as a result of negligence or misconduct of Contractor or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (a) an injury or damage due to the negligence of any person other than Contractor’s employee or agent; (b) the failure of any person other than Contractor’s employee or agent to follow any instructions outlined in the labeling, manual, and /or instructions for use of the Equipment; (c) the use of any equipment or part not purchased from Contractor or any equipment or any part thereof that has been modified, altered or repaired by any person other than Contractor’s employee or agent; or (d) any actions taken or omissions made by any Contractor’s employee while under the direction or control of Participating Entity’s staff. To the extent permitted by state or local laws or regulations, Participating Entity agrees to hold Contractor harmless from and indemnify Contractor for any claims or losses or injuries arising from (a)-(d) above resulting from Participating Entity ‘s or its employees’ or agents’ actions.

12. HIPAA; DATA

- (a) Contractor is not a “business associate” of Participating Entity, as the term “business associate” is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160 -164, as amended). All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of offering Service, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.
- (b) Participating Entity acknowledges and agrees that Contractor may use any data arising from or related to the performance or use of the Equipment or Services.