

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

PRICING AGREEMENT

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

21st day of June, 2022.

ATTEST:

Amy K. Simpson
CITY CLERK



[Signature]
Vice MAYOR

Reviewed for form and legality.

Carol Annett

ASSISTANT MUNICIPAL COUNSELOR

BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED WITH THE PRICING AGREEMENT

INSTRUCTIONS: This document MUST be signed and submitted with the bid for the pricing agreement to be valid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between Stryker Sales, LLC hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment % Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to,

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the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

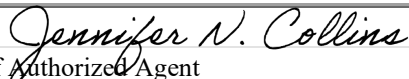
16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE SIGNED AND SUBMITTED FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Jennifer N. Collins 
Printed Name & Signature of Authorized Agent

Manager, Contracts and Pricing
Title of Authorized Agent

Stryker Sales, LLC

11811 Willows Road NE Redmond, WA
Company Name and Address

98052

Zip Code

800-STRYKER

Telephone Number and Fax Number if any

BIDDER MUST COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID

TO BE COMPLETED BY THE NOTARY:

State of:

Michigan

County of:

Kalamazoo

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)
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SS.



Signed and sworn to before me on this 29th day of April, 2022,
[Day] [Month] [Year]

by Jennifer N Collins
[Print the name of the individual who signed above.]

Derek Post
Type Name of Notary Public

My Commission Expires: 03/29/2028
[Date/Year]

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NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

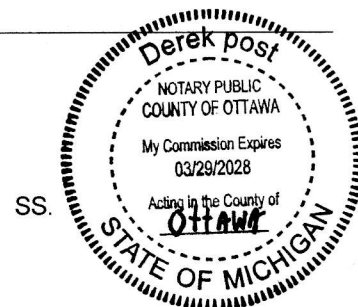
The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Jennifer N. Collins
Type Name of Authorized Agent/Representative
Manager, Contracts and Pricing
Title
Jennifer N. Collins
Signature
Stryker Sales, LLC
Company Name
11811 Willows Road NE Redmond, WA 98052
Address
800-stryker
Zip Code
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * Michigan)
County of * Kalamazoo)
[*State and County where notarized must be written in for bid/proposal to be considered.]



Signed and sworn to before me on this 29th day of April, 2022 by Jennifer N. Collins
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

Derek Post
Type Name of Notary Public
Derek Post
Signature of Notary Public

My Commission Expires: 03/29/2028
[Date/Year]

[49 Okla. Stat. 2011 §119]



**The City of
OKLAHOMA CITY**
and its Trusts

**LIFEPAK DEFIBRILLATORS, SUPPLIES, AND SERVICES
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PROPOSED SOLE SOURCE AGREEMENT

The City of Oklahoma City is seeking an agreement with your company for the materials or services listed below. You may complete and submit a pricing agreement/contract to the **Oklahoma City Fire Department, 820 NW 5TH Street, Oklahoma City, OK 73106**. Please respond by **May 2, 2022** for the following:

SS23-C235012 – Lifepak defibrillators, supplies, and services with Stryker Sales, LLC

You are invited to submit a pricing agreement/contract to supply the items or services specified.

Bids/Proposals shall be made in accordance with the Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement, and the Non-Collusion Affidavit which are a part of the complete bid packet. The Bid/Pricing Agreement/Contract Form must be completed, signed and submitted for the bid to be valid.

If you have questions, or need additional information, you may contact me at (405) 297-3600 or email pennie.leck@okc.gov

Pennie Leck, Management Specialist
Oklahoma City Fire Department

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
 - (a) The notary's signature (electronic signature);
 - (b) Jurisdiction where notarization took place (i.e., State of __, County of __);
 - (c) Date of notarization;
 - (d) The notary's commission expiration date;
 - (e) The notary's commission number (Oklahoma);
 - (f) The notarial seal (the notary seal is not required for electronic notarization); and
 - (g) Comply with all other applicable laws. The Non-Collusion Affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
- (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.
- 9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
- 10. **DELIVERY:**
 - (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
 - (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
- 11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
- 12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
- 13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 14. **TERMINATION:**
 - (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
 - (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
 - (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
- 15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.
- 16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
- 17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
- 18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
- 19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential", you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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**AGREEMENT
FOR
LIFEPAK DEFIBRILLATORS,
SUPPLIES, AND SERVICES**

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**SPECIFICATIONS
LIFEPAK DEFIBRILLATORS, SUPPLIES, AND SERVICES
Instructions to Bidders**

INTENT: To provide for the purchase of Lifepak defibrillators, supplies, and services for the Oklahoma City Fire Department.

SCOPE OF PRICING AGREEMENT/CONTRACT: The Bidder/Proposer shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

BIDDER/PROPOSER: Upon award of this Pricing Agreement/Contract, the term "Bidder" or "Proposer" shall mean the contracting party supplying the goods and/or services.

PRICING AGREEMENT/CONTRACT PERIOD: The Pricing Agreement/Contract shall be for one year with the option to renew for four additional one-year periods. The Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for four additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)
2. Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed five years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

F.O.B. DESTINATION:

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.

- d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
 5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
 6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes and exceptions by Bidder.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
 - a. Bidder's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - (1) description/stock number
 - (2) unit price
 - (3) quantity
 - (4) unit of issue (each, box, dozen, pound, etc.)
 - (5) total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense; or
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation, and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

SAFETY DATA SHEETS: Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

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SPECIFICATIONS
Other Provisions

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INDEMNITY REQUIREMENTS: The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

INSURANCE REQUIREMENTS: The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

GENERAL LIABILITY INSURANCE: The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and

equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder’s employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

ESCALATION/DE-ESCALATION: Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Fire Department three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Fire Department, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City
Fire Department
Attn: Pennie Leck
820 NW 5th Street
Oklahoma City, OK 73106
pennie.leck@okc.gov

The Purchasing Agent will be notified of any updated price lists or requested price changes. The Purchasing Agent will make the final determination if a price change will be accepted.

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SPECIFICATIONS

Technical Specifications

INTENT: To provide for the purchase of Lifepak defibrillators, supplies, and services for the Oklahoma City Fire Department.

DEFIBRILLATORS AND PRODUCTS: The purchase of defibrillators, parts, and accessories will be included in this contract. Stryker Sales, LLC is asked to bid the entire Lifepak product line.

SOLE SOURCE DOCUMENTATION: Stryker Sales, LLC shall provide a sole source letter on company letterhead stating they are the sole source manufacturer for the Lifepak series of cardiac defibrillators/monitors and provide manufacturer authorized maintenance for Stryker Sales, LLC products.

SHIPPING/DELIVERY CHARGES: The City will not pay shipping/delivery charges. Any provisions for shipping and handling should be included in the discount offered.

MINIMUM ORDER FEES: Orders less than \$200 are subject to a minimum order fee of \$10.00.

REPAIR SERVICES: Repair services during the warranty period are subject to the terms in the attached Stryker Sales Limited Warranty.

REPAIR/INSPECTION DOCUMENTATION: Following each repair and/or inspection, Stryker Sales, LLC will provide the City with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS: If a Stryker Sales product is designated as a unit of Covered Equipment for repair services and needs to be removed from service to complete repairs, an appropriate loaner unit will be provided, if available, until the removed unit is returned. The City assumes complete responsibility for the loaner. The City shall return the loaner to Stryker Sales, LLC in the same condition as received, at the City's expense, upon the return of the removed unit or Stryker's request, whichever comes first.

If no compatible loaner is available, Stryker Sales, LLC, if accepted by the City, may provide a similar unit.

SERVICE PLANS: Stryker Sales, LLC offers post-warranty service plans of 1-4 years. The City has the option to purchase service plans when purchasing new equipment which are available at an additional price. In addition, Stryker Sales, LLC offers Point of Sale (POS) prices for service plans which are available only when the service plan is purchased within 60 days from the "install date" of the device and is paid in full up front after receipt of properly prepared invoice. See attached Stryker Sales Service Plan Brochure.

TRADE IN DEVICES: The City has the option of trading in surplus devices against the purchase of new equipment. Trade-in values are a function of the market value and the condition of the device at the time of trade in. Serial numbers will be provided at time of order.

EXCEPTIONS BY STRYKER SALES, LLC

TERMINATION: Stryker Sales, LLC agrees to the Termination language as stated under the General Instructions and Requirements for Bidders (Section 14) with the exception of providing 30 days' prior written notice to the Bidder: The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part whenever it is determined to be in the best interest of the Contracting Entity **by providing 30 days' prior written notice to the Bidder.**

DELIVERY: Stryker Sales, LLC agrees to the Delivery language as stated in the standard specifications with the exception that delivery of products purchased pursuant to this agreement shall be within 30 days from receipt of correct purchase order, subject to product availability: Bidders shall specify their proposed delivery times for the requested goods and services in the Line Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline. **Delivery of products purchased pursuant to this agreement shall be within 30 days from receipt of correct purchase order, subject to product availability.**

INSPECTION AND ACCEPTANCE AT DESTINATION: Stryker Sales, LLC agrees to the Inspection and Acceptance at Destination language as stated in the standard specifications with the exception that staff inspection and acceptance shall not be later than 30 days from the date the product was delivered to the Contracting Entity: Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications, **which shall not be later than 30 days from the date the product was delivered to the Contracting Entity.** Delivery does not constitute acceptance.

COMMERCIAL PACKAGING: Stryker Sales, LLC agrees to the Commercial Packaging language as stated in the standard specifications with the exception that any repair or replacement of goods damaged in shipping or delivery shall be in accordance to the Bidder's Returned Product Policy attached: Preservation, packaging, packing and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery, **such repair or replacement shall be in accordance to the Bidder's Returned Product Policy attached.**

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE): Stryker Sales, LLC agrees to the Estimated Annual Requirements language as stated in the standard specifications with the exception that the parties may negotiate quantity discounts when making larger purchases in a single purchase order: ~~The Contracting Entity may request Bidder provide~~ **parties may negotiate quantity discounts when making larger purchases in a single purchase order.**

PAYMENT/INVOICE: Stryker Sales, LLC agrees to the Payment/Invoice language as stated in the standard specifications with the exception that payment is due 30 days from invoice date:

Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices. **Payment is due 30 days from invoice date.**

WARRANTY: Stryker Sales, LLC agrees to the Warranty language as stated in the standard specifications with the exception that return of products shall be in accordance to the attached Stryker Sales Returned Product Policy, that repairs or replacement of defective material or workmanship are subject to the terms in the attached Stryker Sales Limited Warranty, and that equipment warranties shall start on the date of delivery to the Contracting Entity:

As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:

- a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense; ~~or~~ **Return of products shall be in accordance to the Stryker Sales Returned Product Policy.**
- b. ~~Require an equitable adjustment in the Pricing Agreement/Contract price.~~ **Repairs or replacements of defective material or workmanship are subject to the terms in the Stryker Sales Limited Warranty.**

This warranty shall be in addition to any other rights of the Contracting Entity.

All equipment warranties shall start on the date of ~~installation, and will be for the full term of said warranty~~ **delivery to the Contracting Entity.**

GENERAL PROVISIONS: Stryker Sales, LLC agrees to the General Provisions language as stated in the standard specifications with the addition of the Stryker Sales Limited Warranty and Returned Product Policy: The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information
- f. **Stryker Sales Limited Warranty and Returned Product Policy**

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PRICE SCHEDULE

Defibrillators, supplies, parts, accessories, and electrodes: See Price List

Repairs not included under warranty: Per quote provided by Stryker Sales, LLC

Software updates to meet new standards: Per quote provided by Stryker Sales, LLC

Point of Sale (POS) Service Plans: Per quote provided by Stryker Sales, LLC

ATTACHMENTS

Exhibit A	Price List
Exhibit B	Stryker Sales Returned Product Policy
Exhibit C	Stryker Sales Limited Warranty Policy
Exhibit D	Stryker Sales Service Plan Brochure

Technical questions are to be addressed to:

Pennie Leck, Management Specialist
Fire Department/Administration Division
820 NW 5th
Oklahoma City, Oklahoma 73106
Office 405-297-3600
pennie.leck@okc.gov

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Sales Contact:

Company Name: Stryker Sales, LLC

Address: 11811 Willow Road NE, Redmond, WA 98052

Contact Person: Todd Shire Email Address: todd.shire@stryker.com

Telephone Number: 405.919.5493 Fax Number: NA

Billing Contact:

Company Name: Stryker Sales, LLC

Address: 11811 Willow Road NE, Redmond, WA 98052

Contact Person: Accounts Receivable Email Address: medicalaccountsreceivable@stryker.com

Telephone Number: 800-STRYKER Fax Number: NA

Service Contact:

Company Name: Stryker Sales, LLC

Address: 11811 Willow Road NE, Redmond, WA 98052

Contact Person: Todd Shire Email Address: todd.shire@stryker.com

Telephone Number: 405.919.5493 Fax Number: NA

SEE ATTACHED POA FOR JENNIFER COLLINS

LETTER OF AUTHORIZATION

**THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE
CORPORATION**

**THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID**

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of _____.
Company Name

Sincerely,

Signature of Authorized Agent

Print Title

Date

Print Name

Email Address: _____

Title: (must be checked)

- | | |
|--|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Corporate Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM**

UNANIMOUS WRITTEN CONSENT OF THE MANAGERS OF
STRYKER SALES, LLC

JANUARY 1, 2021

WHEREAS, the Board of Managers of Stryker Sales, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “**Company**”) acting pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and the Limited Liability Company Agreement, hereby adopts, by this Unanimous Written Consent, the following resolution with the same force and effect as if it were taken at a duly convened meeting of the Board of Managers of the Corporation:

RESOLVED, that the Board of Managers deems it advisable and in the best interest of the Company to delegate to certain individuals signature authority to act as representatives on the Company’s behalf with respect to certain matters of the Company. The Board of Managers hereby grants to those persons below (each, an “**Authorized Representative**”) signature authority to act on behalf of the Company in matters relating to the Medical business of the Company:

Brad Saar
Jessica Mathieson
Christopher Terry
Arun Alakhramsing
Brian Mendonca

Joseph Krill
Anne Mullaly
Jeff Gorton
Sara Barron

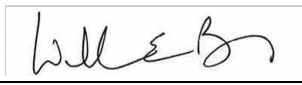
RESOLVED FURTHER, that the authority granted to each Authorized Representative is for an indefinite time and shall only terminate upon action of the Board of Managers, or at such time as the Authorized Representative is no longer employed by the Company or a company affiliated with the Company;

RESOLVED FURTHER, that all actions of the Company and its officers, attorneys, authorized representatives and agents taken consistent with the matters contemplated by the foregoing resolutions are hereby ratified, approved and confirmed; and

RESOLVED FURTHER, that the officers of the Company, and each of them, are authorized and directed to take any additional actions, to enter into any agreements or arrangements, and to execute and deliver all such other agreements, documents or instruments as any officer determines to be necessary, appropriate, or in the Company’s best interests in order to carry out these resolutions.

IN WITNESS WHEREOF, the undersigned, being all the members of the Board of Managers, have executed this Unanimous Written Consent as of the date first written above. This Unanimous Written Consent may be signed in two or more counterparts, which may be delivered by facsimile or by email or other internet transmission or .pdf, .jpg, .tiff or other image files or other signature mechanism, each of which together shall be deemed an original, and all of which shall be deemed one instrument notwithstanding that all members of the Board of Managers have not signed the same counterpart.

THE BOARD OF MANAGERS:



WILLIAM E. BERRY, JR.



SPENCER S. STILES



J. ANDREW PIERCE

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May 6, 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Senior Director, Americas Sales

Copyright © 2019 Stryker
GDR 3321967_J

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. MSC#17382 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.):	
	E-MAIL ADDRESS:		
INSURED Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570091358339**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY31274722	02/01/2022	02/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys-Dmg-Self Insd <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 312744 22	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC31274322	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AOS MWXS31274522 Excess wc - MI SIR applies per policy terms & conditions	02/01/2022	02/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Oklahoma City is included as additional insured (form CG 2026 0413 or most current edition), where required by written contract, in accordance with the policy provisions of the commercial general liability policy.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City Attn: Fire Department/Pennie Leck 820 NW 5th Oklahoma City OK 73106 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All Persons or Organizations with whom the Insured has agreed in a Written Contract or Agreement that is executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Item Number	Description	UM	List Price	Contract Price
11101-000003	AED TRAINING ELECTRODES, PAD P	PK	\$ 47.00	\$ 39.68
11101-000004	AED TRAINING ELECTRODE SET	PK	\$ 80.00	\$ 67.63
11101-000006	CABLE/CONNECTOR ASSMBLY+REUSAB	EA	\$ 37.00	\$ 30.65
11101-000007	TRAINING ELECTRODES	EA	\$ 32.00	\$ 27.95
11101-000016	ELECTASSY-AED INFANTCHILD REDU	EA	\$ 123.00	\$ 104.60
11101-000017	START KIT-I/C ELECTRODE, LANGU	EA	\$ 199.00	\$ 170.42
11101-000021	KIT, SHIPPING, SINGLE ELECTROD	EA	\$ 145.00	\$ 126.95
11110-000029	3-LEAD ECG CABLE	EA	\$ 150.00	\$ 128.05
11110-000040	QUIK-COMBO(TM) THERAPY CABLE	EA	\$ 408.00	\$ 349.88
11110-000042	EXTENSION CABLE FOR SPO SENSOR	EA	\$ 71.00	\$ 59.51
11110-000066	5-LEAD ECG CABLE	EA	\$ 267.00	\$ 228.15
11110-000176	DEC-8 CABLE EXTENSION, OXIMETE	EA	\$ 77.00	\$ 64.92
11111-000016	CABLE ASSEMBLY-3 WIRE ECG, AHA	EA	\$ 267.00	\$ 228.15
11111-000018	CBL, 4WIRE LIMB LEAD-5FTHA, 1	EA	\$ 392.00	\$ 335.45
11111-000020	CBL, 4WIRE LIMB LEAD-8FTHA, 1	EA	\$ 396.00	\$ 339.06
11111-000022	CABLE, 6WIRE PRECORDIAL-AHA, 1	EA	\$ 158.00	\$ 135.26
11113-000002	ACCESSORY-SHORTING PLUG,QUIK C	EA	\$ 27.00	\$ 22.54
11113-000004	CABLE-THERAPY, QUIK-COMBO, SUP	EA	\$ 408.00	\$ 349.88
11130-000037	PADDLE ASSY-DETACHABLE,ENG	EA	\$ 1,020.00	\$ 874.71
11130-000061	PADDLE ASSY-HARD PADDLE,ENGLIS	EA	\$ 910.00	\$ 775.52
11131-000001	PADDLE ASSY - INTERNAL HANDLE,	EA	\$ 640.00	\$ 577.13
11131-000010	INTERNAL PADDLES, 1 INCH (2.5	EA	\$ 174.00	\$ 156.90
11131-000011	INTERNAL PADDLES, 1.5 IN (3.8	EA	\$ 174.00	\$ 156.90
11131-000012	INTERNAL PADDLES, 2 INCH (5.1	EA	\$ 174.00	\$ 156.90
11131-000013	INTERNAL PADDLES, 2.5 IN (6.4	EA	\$ 174.00	\$ 156.90
11131-000014	INTERNAL PADDLES, 3.5 INCH (8.	EA	\$ 174.00	\$ 156.90
11131-000019	ELECTRODE-INTERN, CAM LK, 2.5,	EA	\$ 174.00	\$ 156.90
11131-000021	INTERN PADDLE,CAMLK, 1.5/3.8CM	EA	\$ 174.00	\$ 156.90
11131-000022	INTERN.PADDLE,CAMLK,2.0 /5.1CM	EA	\$ 174.00	\$ 156.90
11131-000023	INTERN.PADDLE,CAMLK,3.5/8.9CM	EA	\$ 174.00	\$ 156.90
11131-000024	INT PAD-ELECT. CAM LK. 150 DIA	EA	\$ 174.00	\$ 156.90
11133-000007	ASSY PEDIATRIC PADDLE,MULTI LA	EA	\$ 100.00	\$ 85.67
11140-000015	POWER CORD-MLD,DOM, STR RCPT	EA	\$ 83.00	\$ 73.04
11140-000052	ADAPTER- REDI-CHARGE BATTERY C	EA	\$ 218.00	\$ 185.76
11140-000074	DC TO DC POWER ADAPTER,LP15	EA	\$ 2,095.00	\$ 1,848.61
11140-000078	CABLE ASSEMBLY - TEMPERATURE	EA	\$ 382.00	\$ 333.65
11140-000079	CABLE ASSEMBLY - TEMPERATURE A	EA	\$ 382.00	\$ 333.65
11140-000080	CABLE-EXTERNAL POWER, EXTENSIO	EA	\$ 320.00	\$ 273.23
11140-000081	CABLE-EXTERNAL POWER, RIGHT AN	EA	\$ 320.00	\$ 273.23
11140-000098	ADAPTER, POWER, AC TO DC,ENHAN	EA	\$ 1,720.00	\$ 1,519.47
11141-000068	BATTERY PACK-NI-MH,12V,3AH,LP2	EA	\$ 191.00	\$ 163.21
11141-000100	ASSEMBLY BATTERY REPLACEMENT K	EA	\$ 416.00	\$ 332.74
11141-000112	BATTERY PACK - LI-ION, LP20E	EA	\$ 334.00	\$ 266.91
11141-000149	LIFEPAK NICD BATTERY ASSY 1.6	EA	\$ 380.00	\$ 303.89
11141-000160	BATTERY PACK - LITHIUM ION, LP	EA	\$ 79.00	\$ 62.21
11141-000161	REPLACEMENT KIT ASSEMBLYLI-ION	EA	\$ 482.00	\$ 385.04

11141-000162	BATTERY PACK, LITHIUM ION, CMM	EA	\$	268.00	\$	218.74
11141-000165	KIT, REPLACEMENT, BATTERY, LPCR	EA	\$	268.00	\$	218.88
11141-000166	BATTERY, D-CELL, TRAINER, LPCR	EA	\$	22.00	\$	18.39
11150-000018	PACKAGED - CODE MANAGEMENT MOD	EA	\$	1,525.00	\$	1,338.32
11150-000019	PACKAGED - CODE MANAGEMENT MOD	EA	\$	4,730.00	\$	4,153.42
11160-000011	NIBP CUFF-REUSEABLE, INFANT, BA	EA	\$	23.00	\$	18.93
11160-000013	NIBP CUFF-REUSEABLE, CHILD, BAY	EA	\$	26.00	\$	21.64
11160-000014	NIBP CUFF- SINGLE PATIENT USE,	EA	\$	12.00	\$	9.01
11160-000015	NIBP CUFF-REUSEABLE, ADULT, BAY	EA	\$	32.00	\$	27.05
11160-000016	NIBP CUFF- SINGLE PATIENT USE,	EA	\$	13.00	\$	9.92
11160-000017	NIBP CUFF-REUSEABLE, LARGE ADUL	EA	\$	36.00	\$	29.76
11160-000018	NIBP CUFF-SINGLE PATIENTUSE, LA	EA	\$	13.00	\$	9.92
11160-000019	NIBP CUFF- REUSEABLE, X-LARGE A	EA	\$	51.00	\$	43.28
11160-000020	NIBP CUFF-SINGLE PATIENTUSE, X-	EA	\$	17.00	\$	13.52
11171-000010	LNOP DCIP, PED SPO2 SENSOR, REUS	EA	\$	368.00	\$	331.85
11171-000016	LNC10-PATIENT CABLE, SPO2, 10FT,	EA	\$	293.00	\$	264.22
11171-000017	LNCS DCI, ADULT SPO2 SENSOR, REU	EA	\$	325.00	\$	293.07
11171-000018	LNCS DCIP, PED SPO2 SENSOR, REUS	EA	\$	301.00	\$	271.43
11171-000019	LNCS ADT, ADULT SPO2 SENSOR, DIS	EA	\$	324.00	\$	292.17
11171-000020	LNCS PDT, PED SPO2 SENSOR, DISP,	EA	\$	368.00	\$	331.85
11171-000024	LNC4-PATIENT CABLE, SPO2, 4FT, RE	EA	\$	207.00	\$	186.66
11171-000025	LNC14-PATIENT CABLE, SPO2, 14FT,	EA	\$	438.00	\$	394.96
11171-000027	LNCS EXTENSION CABLE, SPO2, 4FT,	EA	\$	254.00	\$	229.04
11171-000028	LNCS NEO-L, SPO2 SENSOR, DISP, 20	EA	\$	454.00	\$	409.39
11171-000029	LNCS NEO PT-L, SPO2 SNSR, DISP, 2	EA	\$	497.00	\$	448.17
11171-000031	LNCS INF, SPO2 SENSOR, DISP, 20-B	EA	\$	454.00	\$	409.39
11171-000032	RAINBOW DCI-DC8, AD REUSESNSR, 8	EA	\$	1,015.00	\$	915.29
11171-000033	RAINBOW DCIP-DC8, PED REUSE SNS	EA	\$	1,015.00	\$	915.29
11171-000034	LNOP NEO-L, SPO2 SENSOR, DISP, 20	EA	\$	590.00	\$	532.04
11171-000037	RC-4, PATIENT CABLE, 4FT, REF	EA	\$	225.00	\$	218.00
11171-000038	RC-12, PATIENT CABLE, 12FT, RE	EA	\$	235.00	\$	210.58
11171-000039	M-LNCS ADULT ADHESIVE SNSR, 20	EA	\$	336.00	\$	302.98
11171-000040	M-LNCS PED ADHESIVE SENSOR, 20/	BX	\$	357.00	\$	321.93
11171-000041	M-LNCS INF ADHESIVE SNSR, 20/B	BX	\$	441.00	\$	397.67
11171-000041	M-LNCS INF ADHESIVE SNSR, 20/B	BX	\$	472.00	\$	397.67
11171-000042	M-LNCS NEO/ADULT ADH SNSR, 20/B	BX	\$	441.00	\$	397.67
11171-000043	M-LNCS NEOPT AD SNSR, 20/BOX,	EA	\$	483.00	\$	435.55
11171-000046	M-LNCS DCI, ADULT REUSABLE SEN	EA	\$	301.00	\$	271.43
11171-000047	M-LNCS DCIP, PED REUSABLE SENS	EA	\$	301.00	\$	271.43
11171-000049	RAINBOW DCI ADT REUSABLESENSOR	EA	\$	640.00	\$	577.13
11171-000050	RAINBOW DCIP PED REUSABLE SENS	EA	\$	705.00	\$	635.74
11171-000051	DIGIT BT DBI-DC8, ADT REUSABLE	EA	\$	730.00	\$	644.76
11171-000052	DIGITBT LNCS DB1, ADT REUSABLE	EA	\$	342.00	\$	302.09
11171-000053	DIGITBTRED DBI-DC8, ADTREUSABL	EA	\$	730.00	\$	644.76
11171-000054	REUSABLE LIGHT SHIELD, 5/BOX,	PK	\$	67.00	\$	58.61
11171-000055	DISPOSABLE LIGHT SHIELD, 10/BAG	PK	\$	64.00	\$	55.91
11210-000001	WALL MOUNT BRACKET FOR LIFEPAK	EA	\$	147.00	\$	110.01

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11210-000021	BRACKET-WALL MOUNT, LIFEPAK CR	EA	\$	114.00	\$	96.48
11210-000026	WALL BOX - SEMIRECESSED, FIRE	EA	\$	505.00	\$	432.85
11210-000027	LIFEPAK WALL BOX-RECESSED,FIRE	EA	\$	482.00	\$	412.10
11210-000028	LIFEPAK AED CABINET-FREE STAND	EA	\$	1,190.00	\$	1,018.99
11210-000029	LIFEPAK AED CABINET-FREE STAND	EA	\$	1,240.00	\$	1,059.57
11210-000046	BRACKET, AED, UNIVERSAL,WHITE	EA	\$	45.00	\$	39.40
11210-000047	BRACKET, AED, UNIVERSAL,GREEN	EA	\$	45.00	\$	39.40
11220-000028	TOP POUCH	EA	\$	61.00	\$	51.40
11220-000076	STANDARD CABINET, SM, SS	EA	\$	595.00	\$	504.99
11220-000077	STANDARD CABINET, SR, SS	EA	\$	540.00	\$	455.38
11220-000078	SMALL CABINET, FR, SS	EA	\$	505.00	\$	432.85
11220-000079	STANDARD CABINET, SM, RE	EA	\$	351.00	\$	300.29
11220-000083	STANDARD CABINET, SM, RE, SIRE	EA	\$	431.00	\$	368.81
11220-000084	AED WALL BOX - STAINLESS STEEL	EA	\$	620.00	\$	527.52
11220-000093	WALL CABINET, SURFACE MOUNT, A	EA	\$	400.00	\$	358.44
11230-000018	CABLE ASSY-LP20 DATA TRANSFER,	EA	\$	132.00	\$	112.71
11230-000019	CABLE ASSY-LP20 CONFIGURATION,	EA	\$	132.00	\$	112.71
11230-000020	CABLE ASSY-LP12 SYSTEM CONN. T	EA	\$	180.00	\$	146.08
11250-000012	TRAINING ELECT KIT-QUIK-PAK	EA	\$	92.00	\$	73.04
11250-000015	ELECT-TRAINING,QUIK-PAK	EA	\$	48.00	\$	37.87
11250-000042	ELECTRODES-TRAINING,INFANT-CHI	EA	\$	49.00	\$	38.77
11250-000043	POUCH-CABLE ASSY-TRAINING,INF-	EA	\$	57.00	\$	45.08
11250-000045	TRAINING ELECTRODE ASSY,INF-CH	EA	\$	86.00	\$	67.63
11250-000052	ASSEMBLY-TRAINING ELECTRODE, L	EA	\$	82.00	\$	64.92
11250-000073	SHIP ASSY-LPCR-T, ENG	EA	\$	431.00	\$	345.37
11250-000140	PADS, REPLACEMENT, TRAINER, LP	EA	\$	198.00	\$	161.97
11250-000145	TRAY, ELECTRODE, TRAINER, LPCR	EA	\$	166.00	\$	135.70
11250-000147	KIT, SHIPPING, DEMO, LPCR2, EN	EA	\$	748.00	\$	611.97
11250-000162	KIT, SHIPPING, TRAINER,LPCR2,	EA	\$	694.00	\$	568.20
11260-000014	BAG-THERMOFORMED,LPCR-T AED TR	EA	\$	45.00	\$	35.16
11260-000015	CASE-HARD,LPCR	EA	\$	300.00	\$	238.96
11260-000016	ACCESSORY HOLDER-LP20	EA	\$	70.00	\$	55.00
11260-000018	CARRYING BAGS-SIDE BAGS, LP20	EA	\$	181.00	\$	144.28
11260-000023	CASE-HARD, LP1000	EA	\$	386.00	\$	309.30
11260-000039	KIT - CARRY BAG, REAR POUCH, 3	EA	\$	93.00	\$	73.94
11260-000043	CARRYING BAGS-TOP BAG, LP20	EA	\$	73.00	\$	57.71
11260-000044	TRUECPR CARRYING CASE	EA	\$	81.00	\$	70.14
11260-000045	ACCESSORY CARRY CASE - CODE MA	EA	\$	246.00	\$	201.20
11260-000048	ASSY, CARRY TOTE, TRAINER, LPC	EA	\$	54.00	\$	43.78
11403-000001	SHPNG ASSY-CHG-PK,QK-PK,REPLT	EA	\$	139.00	\$	110.91
11403-000002	ASSY-CHG-PK,QK-PK,REPLT KIT, O	EA	\$	118.00	\$	92.88
11425-000001	CASE-ACCESSORY, 3 WIRE, LP1000	EA	\$	76.00	\$	59.51
11425-000007	BAG ASSEMBLY, NO STRAP, LIFEPA	EA	\$	159.00	\$	127.14
11425-000012	STRAP-BAG ASSEMBLY, STANDARD,	EA	\$	50.00	\$	39.68
11576-000035	CARRYING BAG	EA	\$	669.00	\$	532.04
11576-000036	LUCAS PATIENT STRAP V2	EA	\$	121.00	\$	95.58
11576-000038	LUCAS 2 CARRYING BAG	EA	\$	387.00	\$	310.21

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11576-000039	LUCAS 2 BATTERY	PK	\$	808.00	\$	642.05
11576-000046	LUCAS SUCTION CUP DISPOSABLE 3	PK	\$	158.00	\$	126.25
11576-000047	LUCAS SUCTIONCUP DISP 12-PACK	EA	\$	562.00	\$	449.07
11576-000048	LUCAS CAR CABLE	EA	\$	161.00	\$	128.05
11576-000050	LUCAS PATIENT STRAPS PAIR	PK	\$	117.00	\$	91.98
11576-000051	LUCAS PATIENT STRAPS PAIR 3-PA	PK	\$	305.00	\$	243.47
11576-000052	LUCAS BACK PLATE GRIP TAPE	PK	\$	51.00	\$	40.57
11576-000053	LUCAS BACK PLATE GRIP TAPE 3-P	PK	\$	131.00	\$	103.70
11576-000060	LUCAS BATTERY CHARGER,MAINS PL	EA	\$	1,321.00	\$	1,055.06
11576-000064	LUCAS PCI BACK PLATE	EA	\$	3,964.00	\$	3,174.21
11576-000070	LUCAS 2 BUMPER, PAIR	EA	\$	49.00	\$	38.77
11576-000080	BATTERY,LUCAS,DARK GRAYY	EA	\$	808.00	\$	642.05
11576-000088	PLATE, BACK, SLIM, LUCAS	EA	\$	445.00	\$	356.19
11576-000089	PLATE,BACK,ANTI SLIP,FORSLIM B	EA	\$	32.00	\$	25.25
11576-000090	PLATE,BACK,ANTI SLIP,3PACK,SLI	EA	\$	78.00	\$	61.32
11576-000091	SEAL,SHAFT,INTEGRATED,BUMPER,P	EA	\$	49.00	\$	37.87
11577-000001	KIT - CARRY BAG, SHOULDER STRA	EA	\$	43.00	\$	33.36
11577-000002	KIT - CARRY BAG, MAIN BAG	EA	\$	361.00	\$	288.56
11577-000004	LI-ION CHARGER, STATION, STD P	EA	\$	2,097.00	\$	1,677.28
11577-000011	LI-ION CHARGER, MOBILE,STD POW	EA	\$	2,284.00	\$	1,826.07
11577-000019	ATTACHMENT KIT-LP15 POWER ADAP	EA	\$	64.00	\$	52.29
11600-000022	CODE STAT DATA REVIEW SEAT LIC	BX	\$	2,894.00	\$	2,439.27
11996-000001	FILTERLINE H SET(INFANT/NEONAT	BX	\$	599.00	\$	504.99
11996-000017	QUIK-COMBO ELECTRODES WITH RED	EA	\$	46.00	\$	37.35
11996-000048	ADHESIVE BANDAGE WRAPS FOR ADU	EA	\$	127.00	\$	107.31
11996-000049	ADHESIVE BANDAGE WRAP FOR PEDI	EA	\$	127.00	\$	107.31
11996-000060	DURASENSOR, ADULT FINGERCLIP S	EA	\$	335.00	\$	282.26
11996-000061	OXIBAND(R) ADULT/NEONATAL SENS	EA	\$	254.00	\$	213.71
11996-000062	OXIBAND(R) PEDIATRIC/INFANT SE	EA	\$	254.00	\$	213.71
11996-000080	FILTERLINE H SETADULT/PED, BOX	EA	\$	480.00	\$	404.88
11996-000090	ELECTRODE-EDGE,ADULT,QC RTS,IN	BX	\$	46.00	\$	41.48
11996-000091	ELECTRODE-EDGE,ADULT,QC STD,IN	EA	\$	38.00	\$	32.50
11996-000093	ELECTRODE-EDGE,PED,QC RTS,INTL	EA	\$	46.00	\$	39.09
11996-000093	ELECTRODE-EDGE,PED,QC RTS,INTL	EA	\$	46.00	\$	39.09
11996-000093	ELECTRODE-EDGE,PED,QC RTS,INTL	EA	\$	49.00	\$	39.09
11996-000106	DURA-Y MULTISITE SENSOR	EA	\$	680.00	\$	613.20
11996-000113	OXISENSOR II ADULT	BX	\$	675.00	\$	608.69
11996-000114	OXISENSOR II ADULT,LONGCABLE	BX	\$	1,090.00	\$	982.92
11996-000115	OXISENSOR II INFANT	BX	\$	865.00	\$	780.02
11996-000116	OXISENSOR II PEDIATRIC	BX	\$	670.00	\$	604.18
11996-000117	OXISENSOR II NEONATAL	BX	\$	880.00	\$	793.55
11996-000120	ORAL NASAL FILTERLINE PEDIATRI	BX	\$	322.00	\$	290.37
11996-000128	MICROSTREAM SMART CAPNOLINE -O	BX	\$	434.00	\$	391.36
11996-000162	MICROSTREAM SMART CAPNOLINE +	PK	\$	322.00	\$	290.37
11996-000163	MICROSTREAM SMART CAPNOLINE +	PK	\$	357.00	\$	321.93
11996-000164	FILTERLINE SET L, ADULT/PEDIAT	PK	\$	321.00	\$	289.46
11996-000165	MICROSTREAM SMART CAPNO+ O2 LO	BX	\$	486.00	\$	409.39

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11996-000166	MICROSTREAM SMART CAPNOLINE +	CS	\$ 1,170.00	\$ 1,055.06
11996-000167	MICROSTREAM SMART CAPNOLINE +	CA	\$ 1,260.00	\$ 1,136.22
11996-000183	CABLE-ADAPTER,NC-1,SPO2, SENSO	EA	\$ 580.00	\$ 491.45
11996-000198	CABLE-ADAPTER,MNC-1, SPO2, SEN	EA	\$ 550.00	\$ 466.21
11996-000278	LUCAS CONNECTOR -CHEMETRON AIR	EA	\$ 390.00	\$ 333.65
11996-000279	LUCAS CONNECTOR-OHMEDA AIR	EA	\$ 390.00	\$ 333.65
11996-000280	LUCAS CONNECTOR-PURITAN BENNET	EA	\$ 390.00	\$ 333.65
11996-000281	LUCAS CONNECTOR-DISS AIR	EA	\$ 390.00	\$ 333.65
11996-000282	LUCAS CONNECTOR-SHCRADER AIR	EA	\$ 390.00	\$ 333.65
11996-000283	LUCAS CONNECTOR-OXEQUIP AIR	EA	\$ 390.00	\$ 333.65
11996-000285	REGULATOR US VARIFLOW AIR	EA	\$ 670.00	\$ 572.62
11996-000310	PATIENT SIMULATOR - ECG, 3 LEA	EA	\$ 840.00	\$ 716.90
11996-000311	PATIENT SIMULATOR - ECG, 12 LE	EA	\$ 965.00	\$ 825.11
11996-000323	RED LNC-04,PATIENT CABLE,4FT,R	EA	\$ 206.00	\$ 185.76
11996-000324	RED LNC-10,PATIENT CABLE,10FT,	EA	\$ 251.00	\$ 226.34
11996-000325	RED LNC-14,PATIENT CABLE,14FT,	EA	\$ 424.00	\$ 382.35
11996-000326	RED PC-04,PATIENT CABLE,4FT,RE	EA	\$ 252.00	\$ 227.24
11996-000327	RED PC-08,PATIENT CABLE,8FT,RE	EA	\$ 300.00	\$ 270.53
11996-000328	RED PC-12,PATIENT CABLE,12FT,R	EA	\$ 424.00	\$ 382.35
11996-000331	RED DCI-DC3,ADULT REUSE SENSOR	EA	\$ 394.00	\$ 355.29
11996-000332	RED DCI-DC12,ADULT REUSE SENSO	EA	\$ 725.00	\$ 653.77
11996-000333	RED DCIP-DC3,PED REUSABLE SENS	EA	\$ 394.00	\$ 355.29
11996-000334	RED DCIP-DC12,PED REUSE SENSOR	EA	\$ 725.00	\$ 653.77
11996-000335	RAINBOW DCI-DC3,ADULT REUSE SE	EA	\$ 885.00	\$ 798.05
11996-000336	RAINBOW DCI-DC12,ADULT REUSE S	EA	\$ 1,210.00	\$ 1,091.13
11996-000337	RAINBOW DCIP-DC3,PED REUSE SEN	EA	\$ 885.00	\$ 798.05
11996-000338	RAINBOW DCIP-DC12,PED REUSE SE	EA	\$ 1,210.00	\$ 1,091.13
11996-000339	RAINBOW R25,ADULT DISP SENSORS	BX	\$ 715.00	\$ 644.76
11996-000340	RAINBOW R20,PED DISP SENSORS,1	BX	\$ 740.00	\$ 667.31
11996-000341	RAINBOW R25-L,ADULT DISP SENSO	BX	\$ 715.00	\$ 644.76
11996-000342	RAINBOW R20-L,PED DISP SENSORS	BX	\$ 740.00	\$ 667.31
11996-000359	TEMP SENSOR,SKIN PROBE,HIGH DI	BX	\$ 146.00	\$ 131.65
11996-000360	TEMP SENSOR,ESOPHAGEAL-RECTAL,	BX	\$ 156.00	\$ 140.67
11996-000365	RED MNC ADAPTER CABLE, 4FT,264	EA	\$ 855.00	\$ 730.42
11996-000369	ROHS LP12-LP15 TO PC USBCABLE,	EA	\$ 309.00	\$ 265.11
11996-000374	BED CONNECTOR, LP15	EA	\$ 160.00	\$ 136.17
11996-000375	CABLE-DC INPUT, LP15 BATTERY C	EA	\$ 84.00	\$ 71.23
11996-000393	LARYNGOSCOPE,VIDEO,MCGRATH MAC	EA	\$ 2,805.00	\$ 2,538.20
11996-000394	BATTERY,LARYNGOSCOPE,MCGRATH M	EA	\$ 62.00	\$ 55.37
11996-000398	BLADES,LARYNGOSCOPE,X3,BOX OF	EA	\$ 286.00	\$ 258.43
11996-000414	LARYNGOSCOPE,BLADES,MAC2,BOX O	BX	\$ 164.00	\$ 151.79
11996-000415	LARYNGOSCOPE,BLADES,MAC3,BOX O	BX	\$ 164.00	\$ 147.67
11996-000416	LARYNGOSCOPE,BLADES,MAC4,BOX O	BX	\$ 164.00	\$ 147.67
11996-000454	EMERGENCY RESPONSE KITLPCR2	EA	\$ 25.00	\$ 25.75
11996-000471	ASSEMBLY, GATEWAY, 4G, MULTITE	EA	\$ 1,205.00	\$ 1,079.80
11996-000474	ASSEMBLY, GATEWAY, 4G, MULTITE	EA	\$ 1,205.00	\$ 1,079.80
11996-000475	ASSEMBLY, GATEWAY, 4G, MULTITE	EA	\$ 1,205.00	\$ 1,079.80

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11996-000479	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	EA	\$ 2,295.00	\$ 2,056.55
11996-000480	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	EA	\$ 2,295.00	\$ 2,056.24
11996-000484	ASSEMBLY,GATEWAY,4G,WIFI,VOICE	EA	\$ 2,295.00	\$ 2,056.55
11998-000292	WALL BOX - SEMI RECESS, LP500,	EA	\$ 343.00	\$ 293.97
11998-000293	WALL BOX - FULL RECESS, LP500	EA	\$ 293.00	\$ 250.68
11998-000321	KIT-FIRST RESPONDER,KIT#2, AMB	EA	\$ 50.00	\$ 42.37
11998-000326	CABLE-ADAPTER,LP15 INTERNAL PA	EA	\$ 315.00	\$ 269.62
11998-000327	SIGN, WALL, ILCOR W/LOGO, FLAT	EA	\$ 28.00	\$ 23.44
11998-000328	SIGN, WALL, ILCOR W/LOGO, T-M	EA	\$ 39.00	\$ 32.46
11998-000329	SIGN, WALL, ILCOR W/LOGO, TENT	EA	\$ 39.00	\$ 32.46
11998-000330	SIGN, WALL, TRADITIONALW/LOGO	EA	\$ 28.00	\$ 23.44
11998-000331	SIGN, WALL, TRADITIONALW/LOGO	EA	\$ 39.00	\$ 32.46
11998-000332	SIGN, WALL, TRADITIONALW/LOGO	EA	\$ 39.00	\$ 32.46
11998-000333	SIGN, WALL, TRADITIONALW/O LO	EA	\$ 39.00	\$ 32.46
21250-000003	DOOR, BATTERY, 3 PACK, TRAINER	EA	\$ 17.00	\$ 14.88
21300-004576	CASE ASSY - THERMOFORMED, LIFE	EA	\$ 80.00	\$ 67.63
21300-004579	CASE ASSY - STRAP,CARRYING, LI	EA	\$ 18.00	\$ 14.42
21300-005847	GEL-CNDCT,ELCTD,15-25,250 GM T	EA	\$ 7.00	\$ 4.50
21300-006587	CENTRAL ALARM SWITCH	EA	\$ 61.00	\$ 51.40
21300-007585	SERVICE MANUAL, LIFEPAK 12/BSS	EA	\$ 83.00	\$ 62.21
21300-008054	ASSY-4 WIRE COMB, QTY 10, 12 L	PK	\$ 60.00	\$ 50.49
21300-008055	ASSY-6 WIRE COMB, QTY 10, 12 L	PK	\$ 60.00	\$ 50.49
21300-008146	HOSE - NIBP, 12FT, BAYONET	EA	\$ 95.00	\$ 55.91
21300-008147	HOSE - NIBP, 9FT, BAYONET	EA	\$ 83.00	\$ 55.91
21300-008148	HOSE - NIBP, COILED, BAYONET	EA	\$ 95.00	\$ 55.91
21330-000996	ASSY-LP20 DOCKING STATION	EA	\$ 401.00	\$ 343.57
21330-001024	ADAPTER ASSY-ELECTRODE,HARD PA	EA	\$ 87.00	\$ 78.44
21330-001176	BATTERY PACK-LI-ION	EA	\$ 494.00	\$ 422.92
21330-001357	ASSEMBLY, DVD, INSERVICE, LP15	EA	\$ 39.00	\$ 32.46
21330-001365	ASSY - TEST LOAD, ROHS,ENGLISH	EA	\$ 109.00	\$ 94.68
21340-000706	LIFENET PC GATEWAY RELEASE 5.0	EA	\$ 461.00	\$ 412.57
21576-000074	STRAP, STABILIZATION, LUCAS	EA	\$ 97.00	\$ 82.96
21576-000075	STRAP, STABILIZATION, 4-PACK,	EA	\$ 311.00	\$ 266.02
21996-000044	BACKPLATE V2	EA	\$ 399.00	\$ 341.76
21996-000061	EXTENSION HOSE,AIR, 3.5M, LUCA	EA	\$ 360.00	\$ 308.40
21996-000081	MULTITECH 3G GATEWAY - ATT	EA	\$ 1,205.00	\$ 1,112.19
21996-000086	MULTITECH 3G GATEWAY - VERIZON	EA	\$ 1,205.00	\$ 1,112.19
21996-000094	TITANII WIRELESS AUDIO CELLULA	EA	\$ 2,720.00	\$ 2,510.51
21996-000109	GATEWAY, WIRELESS, TITANIII US	EA	\$ 1,107.00	\$ 927.46
26500-001008	OPT INSTR, LP500T-AED TRAINER,	EA	\$ 16.00	\$ 10.82
26500-001156	OPERATING INSTRUCTIONS,LP CR T	EA	\$ 21.00	\$ 16.22
26500-002040	REFERENCE CARD - LP CRPLUS OTC	EA	\$ 10.00	\$ 6.30
26500-003084	LUCAS 2, 2.0 SW, INSTRUCTION F	EA	\$ 47.00	\$ 36.97
26500-003434	LUCAS 2, 2.1 SW, INSTRUCTION F	EA	\$ 47.00	\$ 36.97
26500-003716	INSTRUCTIONS, FOR USE, LUCAS 3	EA	\$ 47.00	\$ 36.07
44500-000003	CAPNOGRAPHY MADE EASY -FULL CO	EA	\$ 57.00	\$ 51.40
70507-000061	LP20E-PKG, AHA 2005, ENGLISH	EA	\$10,005.00	\$ 8,209.92

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70507-000080	LP20E-PKG, AHA 2005, PACING, E	EA	\$11,465.00	\$	9,409.80
70507-000081	LP20E - PKG, AHA 2005, PCNG, MNC	EA	\$13,375.00	\$	10,978.87
70507-000091	LP20E - PKGD, AHA 2005, PACING	EA	\$12,926.00	\$	10,609.68
80596-000003	TRUECPR, PACKAGED, MULTI-LANGUAG	EA	\$ 1,921.00	\$	1,656.74
81700-000001	BUN-ACPA, LP15, SPO2, 12L, NIBP, CO	EA	\$47,715.00	\$	39,216.62
81700-000002	BUN-ACPA, LP15, SPO2, 12L, NIBP, CO	EA	\$43,049.00	\$	35,388.09
81700-000003	BUN-ACPA, LP15, SPO2, NIBP, CO2, TR	EA	\$29,361.00	\$	24,098.16
81700-000004	BUN-ACPA, LP15, SPO2, 12L, NIBP, CO	EA	\$41,573.00	\$	34,177.13
81700-000005	BUN-ACPA, LP15, SPO2, CO2, TR, BT, V	EA	\$26,352.00	\$	21,675.33
81700-000006	BUN-ACPA, LP15, SPO2, 12L, NIBP, CO	EA	\$47,770.00	\$	39,216.62
81700-000007	BUN-ACPA, LP15, V4	EA	\$18,383.00	\$	15,085.23
81701-000002	BUN-CMM, LP20E-PKG, AHA2005, PACI	EA	\$12,240.00	\$	10,748.13
81701-000003	BUN-CMM, LP20E-PKG, AHA2005, PACI	EA	\$13,605.00	\$	11,948.01
81701-000004	BUN-CMM, LP20E-PKG, AHA2005, PACI	EA	\$14,025.00	\$	12,317.20
81701-000005	BUN-CMM-CO2, LP20E-PKG, AHA, 2005	EA	\$14,075.00	\$	12,363.35
81701-000006	BUN-CMM-CO2, LP20E-PKG, AHA, 2005	EA	\$16,521.00	\$	13,563.23
81701-000007	BUN-CMM-CO2, LP20E-PKG, AHA, 2005	EA	\$17,981.00	\$	14,763.10
81701-000008	BUN-CMM-CO2, LP20E-PKG, AHA, 2005	EA	\$18,436.00	\$	15,132.30
99425-000023	LP1000, EN, STD, M	EA	\$ 2,975.00	\$	2,312.76
99425-000025	LP1000, EN, STD, ECG DISP, M	EA	\$ 3,665.00	\$	2,669.48
99512-001262	LPCR2, WIFI, H, EN-US, DE, S, 1, ROS,	EA	\$ 2,515.00	\$	1,778.60
99512-001263	LPCR2, WIFI, B, EN-US, DE, A, 1, ROS,	EA	\$ 2,809.00	\$	1,778.60
99512-001264	LPCR2, WIFI, H, EN-US, DE, A, 1, ROS,	EA	\$ 2,729.00	\$	1,778.60
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX	EA	\$16,190.00	\$	14,292.80
99577-001368	LP15, EN, 3L/12L, EX, TR, VR, BT, V4	EA	\$24,930.00	\$	21,897.77
99577-001372	LP15, EN, SPO2COMET, 3L/12L, EX, NI	EA	\$42,470.00	\$	37,306.97
99577-001373	LP15, EN, SPO2COMET, 3L/12L, EX, NI	EA	\$41,755.00	\$	36,676.57
99577-001588	LP15, EN, SPO2COMET, 3L/12L, EX, NI	EA	\$40,375.00	\$	35,465.62
99577-001930	LP15, EN, 3L, EX, VR, V4	EA	\$15,005.00	\$	13,175.57
99577-001931	LP15, EN, SPO2, 3L, EX, NIBP, TR, V	EA	\$23,720.00	\$	20,831.72
99577-001932	LP15, EN, SPO2, 3L, EX, NIBP, CO2, TR	EA	\$25,265.00	\$	22,188.51
99577-001933	LP15, EN, SPO2, 3L/12L, EX, NIBP, TR	EA	\$30,005.00	\$	26,355.77
99577-001934	LP15, EN, SPO2, 3L/12L, EX, NIBP, CO	EA	\$33,090.00	\$	29,069.34
99577-001935	LP15, EN, SPO2CO, 3L/12L, EX, NIBP,	EA	\$36,730.00	\$	32,267.48
99577-001936	LP15, EN, SPO2COMET, 3L/12L, EX, NI	EA	\$40,375.00	\$	35,465.62
99577-001937	LP15, EN, SPO2COMET, 3L/12L, EX, NI	EA	\$42,470.00	\$	37,306.97
99577-001938	LP15, EN, SPO2CO, 3L/12L, EX, NIBP,	EA	\$38,110.00	\$	33,478.43
99577-001939	LP15, EN, 3L, EX, VR, BT, V4	EA	\$15,005.00	\$	13,175.57
99577-001941	LP15, EN, SPO2, 3L, EX, VR, BT, MNC, V	EA	\$17,540.00	\$	15,404.58
99577-001943	LP15, EN, SPO2, 3L/12L, EX, CO2, TR,	EA	\$31,330.00	\$	27,518.74
99577-001944	LP15, EN, SPO2, 3L, EX, CO2, TR, VR, B	EA	\$22,505.00	\$	19,765.68
99577-001945	LP15, EN, SPO2, 3L, EX, NIBP, TR, VR,	EA	\$20,075.00	\$	17,633.59
99577-001946	LP15, EN, SPO2, 3L, EX, NIBP, TR, VR,	EA	\$20,735.00	\$	18,215.07
99577-001947	LP15, EN, SPO2, 3L, EX, NIBP, IP, TR,	EA	\$23,165.00	\$	20,347.16
99577-001948	LP15, EN, SPO2, 3L, EX, NIBP, IP, TR,	EA	\$23,825.00	\$	20,928.63
99577-001950	LP15, EN, SPO2, 3L, EX, NIBP, CO2, TR	EA	\$25,265.00	\$	22,188.51
99577-001951	LP15, EN, SPO2, 3L, EX, NIBP, CO2, TR	EA	\$25,920.00	\$	22,769.98

99577-001952	LP15,EN,SPO2CO,3L,EX,NIBP,CO2,	EA	\$28,905.00	\$	25,386.65
99577-001953	LP15,EN,SPO2,3L/12L,EX,NIBP,TR	EA	\$30,005.00	\$	26,355.77
99577-001955	LP15,EN,SPO2,3L/12L,EX,NIBP,CO	EA	\$33,090.00	\$	29,069.34
99577-001956	LP15,EN,SPO2,3L/12L,EX,NIBP,CO	EA	\$34,470.00	\$	30,280.30
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,	EA	\$36,730.00	\$	32,267.48
99577-001958	LP15,EN,SPO2CO,3L/12L,EX,NIBP,	EA	\$38,110.00	\$	33,478.43
99577-001959	LP15,EN,SPO2,3L,EX,NIBP,CO2,IP	EA	\$27,795.00	\$	24,417.51
99577-001960	LP15,EN,SPO2,3L/12L,EX,NIBP,CO	EA	\$35,185.00	\$	30,910.69
99577-001962	LP15,EN,SPO2CO,3L/12L,EX,NIBP,	EA	\$38,830.00	\$	34,108.83
99577-001963	LP15,EN,SPO2,3L/12L,EX,NIBP,CO	EA	\$35,850.00	\$	31,492.18
99577-001964	LP15,EN,SPO2,3L/12L,EX,NIBP,CO	EA	\$33,755.00	\$	29,650.83
99577-001966	LP15,EN,SPO2,3L,EX,NIBP,CO2,IP	EA	\$28,020.00	\$	24,611.34
99996-000117	TRAINER1000 - VERSION AMERICA	EA	\$ 1,060.00	\$	933.32

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Emergency Care Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Stryker representative or the Stryker regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Stryker in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Stryker will provide an RMA and accept the return of any product under any of the following circumstances:

- a) Stryker shipped the product in error;
- b) Customer received the product after the product's expiration date;
- c) Customer received the product in a damaged condition;
- d) The product is recalled and must be removed from the market; or
- e) Stryker specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Stryker will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

Limited warranty

Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years	
<ul style="list-style-type: none"> Evacuation chair 	
8 years	
<ul style="list-style-type: none"> LIFEPAK® CR2 defibrillator 	<ul style="list-style-type: none"> HeartSine® samaritan® PAD automated external defibrillator
7 years	
<ul style="list-style-type: none"> Welds on Stair-PRO® stair chair, Power-PRO™ 2 powered ambulance cot, Power-PRO XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system 	
5 years	
<ul style="list-style-type: none"> LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications) 	<ul style="list-style-type: none"> LIFEPAK 20e defibrillator/monitor LIFEPAK 1000 defibrillator
3 years	
<ul style="list-style-type: none"> McGRATH™ MAC video laryngoscope 	<ul style="list-style-type: none"> Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)
2 years	
<ul style="list-style-type: none"> Stair-PRO (parts only) Power-LOAD (parts only) Performance-PRO XT (parts only) Performance-LOAD Power-PRO 2 Power-PRO XT Power-PRO IT 	<ul style="list-style-type: none"> SMRT™ power charger (Power-PRO XT) CodeManagement Module® LIFEPAK CR2 Trainer LIFEPAK 1000 Trainer HeartSine samaritan Trainer HeartSine Gateway
1 year	
<ul style="list-style-type: none"> Stair-PRO (parts and labor) Power-LOAD (parts and labor) Performance-PRO XT (parts and labor) MX-PRO® R3 x-frame ambulance cot MX-PRO bariatric transport cot Expendable components for Power-PRO 2, Power-PRO XT and Performance-PRO XT (i.e. mattresses, nylon restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods) SMRT power paks LIFEPAK 15 LIFEPAK Certified Pre-Owned defibrillators 	<ul style="list-style-type: none"> LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps LIFEPAK 500T AED Training System LIFEPAK CR-T AED Training System LIFEPAK 20e internal battery system Battery charging systems and power adapters Batteries and battery paks, excluding CHARGE-PAK™ battery charger MASIMO® SET® Rainbow® reusable sensors TrueCPR® coaching device

* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days	
<ul style="list-style-type: none"> MASIMO cables and SET SpO₂ sensors 	
90 days	
<ul style="list-style-type: none"> CHARGE-PAK charging unit LIFEPAK advanced cardiac life support training devices Sterilizable internal paddles (one-piece design) 	<ul style="list-style-type: none"> Installed repair parts All other product accessories and disposables
60 days	
<ul style="list-style-type: none"> XPR™ restraints 	
30 days	
<ul style="list-style-type: none"> Internal paddles and paddle handles (two-piece design) 	

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

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For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

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Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com



Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden



Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com



HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom

stryker

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ProCare[®]
services



Trusted. Reliable. Proactive.

We go beyond

keeping your equipment running at peak performance.

Imagine having someone dedicated to managing your equipment, who truly understands the intricacies of EMS and can anticipate your needs before an issue even arises. We'll make sure your lifesaving and back-saving equipment is ready when you need it. With Stryker's ProCare Services, you can count on trusted experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives.

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“The service representative caught a problem we didn't know we had. He fixed it the same day, and we didn't have to take it out of service.”

- satisfied ProCare customer in Central Minnesota

Repairs

by the numbers

Achieve life of equipment

Of those surveyed, **85%** of EMS customers reported the life of their equipment has been extended because of ProCare Services.^{1,2}

Equipment experts

ProCare technicians receive over **200** hours of equipment training, and have an average tenure of 12 years with Stryker.

Proactive approach

In 2019, ProCare Services did preventive maintenance inspections on over **83,450** pieces of EMS equipment.

Increased efficiency

86% of EMS customers surveyed reported they are able to operate more efficiently because of ProCare Services.¹



Our proactive approach

With ProCare Services, we offer you operational and financial peace of mind through two comprehensive service package offerings, ProCare Protect and ProCare Prevent. Choose the service package that best meets your needs.

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	Protect	Prevent
Stryker OEM parts	●	●
Labor and travel expenses	●	●
Battery servicing and replacement*	●	●
Stryker-trained service specialist	●	●
2-hour call back time*	●	●
24-72 hour repair turnaround*†	●	●
Loaner device during PM or repair*	●	●
Software updates*	●	●
Discounts on upgrades, accessories, disposables*	●	●
Documentation for governing bodies		●
Annual PM inspection service		●

Don't see what you're looking for?

ProCare Services offers customizable packages to help fit your facility's needs. Some options include, but are not limited to:

- PM-only agreements
- Co-op plans
- Onsite services
- Labor and travel plans

With ProCare, you choose where your device is serviced. You can ship it to us or we will come onsite to your facility.*

Trusted partner

No one is more qualified to service and repair your Stryker equipment than us. Our technicians have the proprietary knowledge, tools and components to care for your equipment and keep it performing – helping you achieve the full serviceable life of your equipment.

Reliable and responsive

ProCare's true value is in the time you'll save and hassles you can avoid when an issue arises. We're there for you every step of the way: from diagnosing a problem to ordering parts to making repairs and documenting the repairs, we'll get your equipment up and running as quickly as possible.

Results that matter

Our goal is to ensure your equipment performs as it should, when you need it. Annual preventive maintenance and priority repairs reduce equipment downtime, helping make budget management more predictable.



We're right here
right when you need us

Contact us

for all your ProCare Service needs, including

- Dispatch your local service technician
- Order Stryker OEM parts
- Technical support for your Stryker equipment
- Get access to Stryker's equipment manuals

stryker.com
1-800-STRYKER

*Feature is available based on product specification and customization of package. † Based on the provisions of the service agreement and the location of the product.

1. Gallup, Stryker ProCare Customer Engagement Study, 05/2014

2. Stryker verifies its equipment to the expected service life stated within the product's instructions for use.