

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
STRYKER SALES CORPORATION
D/B/A STRYKER
FOR EMS EQUIPMENT AND
RELATED SERVICES
(LifePak15)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County Emergency Services** (hereinafter “Customer” or “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Stryker Sales Corporation (hereinafter "Stryker"). Customer agrees to engage Stryker as an independent contractor, to assist in providing certain goods and operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Stryker may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

III.

Compliance with All Laws: Stryker agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Stryker agrees to act in good faith in the performance of the contracts relevant to this addendum.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: Stryker agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Stryker which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Stryker agrees that Customer shall have access during normal working hours to all necessary Stryker facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions

of this section. Customer shall give Stryker reasonable advance notice of intended audits.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

IX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell Jr. (Mar 30, 2021 13:32 CDT)

Authorized Signature

Date: Mar 30, 2021, 2021

Stryker:

DocuSigned by:
Tom Tackabury
90DF6E1CB4B7433...

Authorized Signature

Date: 3/2/2021, 2021

Services

stryker

Sales Rep Name: Jordan Costello
ProCare Service Rep: Robert Oliver

3800 E. Centre Ave
Portage, MI 49009

Date: 2/1/2021
ID #: 210201133742

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1504432
Shipping Acct Num: 1504432
Account Name: Williamson County EMS
Account Address: 3189 SE Inner Loop
City, State Zip: Georgetown, TX 78626

Name: Mike Knipstein
Title: EMS Director
Phone: (512) 943-1224
Email: mknipstein@wilco.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LP15	LifePak 15	LP15 Protect Onsite	31	3	\$139,500.00

PROGRAM INCLUDES:

LP15 Protect Onsite:

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*

**(Onsite Repairs or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$40,920.00

See below for complete payment schedule

ProCare Total	\$139,500.00
Discount	12%
FINAL TOTAL	\$122,760.00

Robert Oliver
Stryker Signature

3-18-2021
Date

Start Date: 7/1/2021
End Date: 6/30/2024

Bill Gravell Jr.
Customer Signature

Mar 30, 2021
Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE						
Date	Payment		Int Paid		Prin. Remaining	Balance
Starting Balance						\$ 122,760.00
7/2/2021	\$	40,920.00	\$	-	\$ 81,840.00	\$ 81,840.00
7/2/2022	\$	40,920.00	\$	-	40,920.00	\$ 40,920.00
7/2/2023	\$	40,920.00	\$	-	-	\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	48298148	LP15 Protect Onsite
2	LP15	48298177	LP15 Protect Onsite
3	LP15	48298195	LP15 Protect Onsite
4	LP15	48298217	LP15 Protect Onsite
5	LP15	48298267	LP15 Protect Onsite
6	LP15	48298269	LP15 Protect Onsite
7	LP15	48298326	LP15 Protect Onsite
8	LP15	48298328	LP15 Protect Onsite
9	LP15	48298349	LP15 Protect Onsite
10	LP15	48298422	LP15 Protect Onsite
11	LP15	48298433	LP15 Protect Onsite
12	LP15	48298451	LP15 Protect Onsite
13	LP15	48298452	LP15 Protect Onsite
14	LP15	48298478	LP15 Protect Onsite
15	LP15	48298513	LP15 Protect Onsite
16	LP15	48298529	LP15 Protect Onsite
17	LP15	48298570	LP15 Protect Onsite
18	LP15	48298574	LP15 Protect Onsite
19	LP15	48298599	LP15 Protect Onsite
20	LP15	48298602	LP15 Protect Onsite
21	LP15	48298630	LP15 Protect Onsite
22	LP15	48298635	LP15 Protect Onsite
23	LP15	48298649	LP15 Protect Onsite
24	LP15	48298683	LP15 Protect Onsite
25	LP15	48298686	LP15 Protect Onsite
26	LP15	48298694	LP15 Protect Onsite
27	LP15	48298704	LP15 Protect Onsite
28	LP15	48298705	LP15 Protect Onsite
29	LP15	48299214	LP15 Protect Onsite
30	LP15	48298144	LP15 Protect Onsite
31	LP15	48429063	LP15 Protect Onsite

Purchase Order Form

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 210201133742

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	1504432	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1504432	
Company Name	Williamson County EMS	
Contact or Department	Mike Knipstein	
Street Address	3189 SE Inner Loop	
Add'l Address Line		
City, ST ZIP	Georgetown, TX 78626	
Phone	(512) 943-1224	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 210201133742

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020



LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Agenda item #12, 03.30.2021, Purchase of Patient Care Monitors, Stryker

Final Audit Report

2021-03-30

Created:	2021-03-30
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuJHWELTe4YK0IVZEFPLtmOvfjJXKn6mp

"Agenda item #12, 03.30.2021, Purchase of Patient Care Monitors, Stryker" History

 Document created by Kerstin Hancock (khancock@wilco.org)


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 Document signing delegated to Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org

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 Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)

Signature Date: 2021-03-30 - 6:32:24 PM GMT - Time Source: server- IP address: 66.76.4.65

 Agreement completed.

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