## **STRYKER**

## Williamson Cnty 2 Yr Annual

Quote Number:

Version:

1

Prepared For: WILLIAMSON COUNTY EMS

Rep:

C Matthews

Attn:

Email:

Phone Number:

GPO:

CUSTOMER CONTRACT

Service Rep:

C Valencia / L McLemore

Quote Date:

10/02/2024

Email:

Expiration Date: 08/30/2024

Contract Start

10/05/2024

Contract End:

10/04/2026

| Delivery  | Address               | Sold To-S  | Shipping              | Bill to Ac | count                 |
|-----------|-----------------------|------------|-----------------------|------------|-----------------------|
| Name:     | WILLIAMSON COUNTY EMS | Name:      | WILLIAMSON COUNTY EMS | Name:      | WILLIAMSON COUNTY EMS |
| Account # | :                     | Account #: |                       | Account #: |                       |
| Address:  | 3189 SE Inner Loop    | Address:   | 3189 SE Inner Loop    | Address:   | 3189 SE Inner Loop    |
|           | Georgetown            |            | Georgetown            |            | Georgetown            |
|           | Texas 78626-6388      |            | Texas 78626-6388      |            | Texas 78626-6388      |

## **ProCare Products:**

| #   | Product           | Description   | Months | Qty | List Price | Disc % Off<br>Contract | Sell<br>Price | Total       |
|-----|-------------------|---|--------|-----|------------|------------------------|---------------|-------------|
| 1.0 | STR-CHAIR-PROCARE | PROCARE-SVC-STAIR-CHAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 24     | 21  | \$305.00   | 10.0%                  | \$549.00      | \$11,529.00 |
| 2.0 | POWERLOAD-PROCARE | PROCARE-SVC-POWER-LOAD  √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 24     | 18  | \$2,273.00 | 10.0%                  | \$4,091.40    | \$73,645.20 |
| 3.0 | POWERLOAD-PROCARE | PROCARE-SVC-POWER-LOAD  √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 24     | 1   | \$2,273.00 | 10.0%                  | \$4,091.40    | \$4,091.40  |
| 4.0 | POWERLOAD-PROCARE | PROCARE-SVC-POWER-LOAD  √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 24     | 3   | \$2,273.00 | 10.0%                  | \$4,091.40    | \$12,274.20 |
| 5.0 | POWERPRO-PROCARE  | PROCARE-SVC-POWERPRO  √ Parts, Labor, Travel √ Preventative                                   | 24     | 21  | \$1,599.00 | 10.0%                  | \$2,878.20    | \$60,442.20 |

|     |                    | Maintenance √ Batteries Service   |    |    |            |       |            |              |
|-----|--------------------|---|----|----|------------|-------|------------|--------------|
| 6.0 | LIFEPK-FLD-PROCARE | PROCARE-SVC-LIFEPAK-FIELD-<br>REPAIR<br>√ Parts, Labor, Travel √ Preventative<br>Maintenance √<br>Batteries Service | 24 | 32 | \$2,204.00 | 10.0% | \$3,967.20 | \$126,950.40 |
| 7.0 | LUCAS-FLD-PROCARE  | PROCARE-SVC-LUCAS-FIELD-<br>REPAIR<br>√ Parts, Labor, Travel √ Preventative<br>Maintenance √<br>Batteries Service   | 24 | 1  | \$1,719.00 | 10.0% | \$3,094.20 | \$3,094.20   |
| 8.0 | AED-FIELD-PROCARE  | PROCARE-SVC-AED-FIELD-<br>REPAIR<br>√ Preventative Maintenance √ Batteries<br>Service                               | 24 | 2  | \$456.00   | 10.0% | \$820.80   | \$1,641.60   |

# Williamson Cnty 2 Yr Annual

| Quote Number: |  |
|---------------|--|
|---------------|--|

Version:

Prepared For: WILLIAMSON COUNTY EMS Rep: C Matthews

Attn: Email:

Phone Number:

GPO: CUSTOMER CONTRACT Service Rep:

Quote Date: 10/02/2024 Email:

Expiration Date: 08/30/2024

Contract Start 10/05/2024

Contract End: 10/04/2026

| ProCare Total          | \$293,668.20 |
|------------------------|--------------|
| ProCare Annual Payment | \$146,834.10 |

# **Price Totals:**

| Authorized Customer Signer (Printed) | Date | Stryker Authorized Signer (Printed) | Date |
|--------------------------------------|------|-------------------------------------|------|
| Authorized Customer Signer (Printed) | Date | Stryker Authorized Signer (Printed) | Date |
| Purchase Order Number                |      |                                     |      |

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Quote Date: 10/02/2024 Email:

Expiration Date: 08/30/2024

Contract Start 10/05/2024

Contract End: 10/04/2026

#### Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <a href="https://techweb.stryker.com">https://techweb.stryker.com</a> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

In addition to the Terms and Conditions identified above, Customer and Stryker further agree that this quote and any subsequent purchase order of the Customer shall be governed by the following terms:

- 1. Texas Prompt Payment Act Compliance: 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 Customer 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 Customer 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 Customer'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.
- 2. Customer's Right to Audit. Stryker agrees that Customer its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have the right to request copies of all books, documents, papers and records of Stryker which are directly pertinent to Stryker's performance of the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Stryker agrees that Customer shall be provided copies of all such books, documents, papers and records as promptly as reasonably practicable following Customer's request.
- 3. No Waiver of Sovereign Immunity or Powers. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

- 4. Mediation. The parties agree to participate in good faith in non-binding mediation, to be conducted as mutually agreed in Williamson County, Texas, prior to the taking of any formal legal action being initiated in connection with this Agreement.
- 5. Venue and Governing Law. Venue for all matters relating to this Agreement shall be Williamson County, Texas and the laws of the State of Texas shall govern, without reference to its conflicts of laws principles.

# Payment Schedule

| <b>Starting Balance:</b> |              | \$293,668.20 |
|--------------------------|--------------|--------------|
| Date                     | Payment      | Balance      |
| 10/05/2024               | \$146,834.10 | \$146,834.10 |
| 10/05/2025               | \$146,834.10 | \$ -         |

# **Equipment Service Plan**

| Line Item # | Model   | Serial #      |
|-------------|---|---------------|
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2204010000146 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2204010000147 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2204010000148 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2204010000149 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2204010000150 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2109010000005 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2105010000107 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2105010000108 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2105010000109 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2105010000110 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2003010000089 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2003010000090 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2003010000091 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2003010000092 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 2003010000093 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 1908010000089 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 1906010000039 |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 170640845     |
| 1.0         | PROCARE-SVC-STAIR-CHAIR                         | 170639160     |
| 1.0         | PROCARE-SVC-STAIR-CHAIR PROCARE-SVC-STAIR-CHAIR | 170639160     |
|             |   |               |
| 1.0         | PROCARE-SVC-STAIR-CHAIR PROCARE-SVC-POWER-LOAD  | 170639162     |
| 2.0         |   | 2003003400072 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 2003003400086 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 2003003400087 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 2003003400088 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 2003003400089 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 1905003400547 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 1905003400449 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 1905003400544 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 1905003400545 |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 180439531     |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 180439532     |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 180441210     |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 180441215     |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 180441216     |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 170440633     |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 170440634     |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 170240751     |
| 2.0         | PROCARE-SVC-POWER-LOAD                          | 170240752     |
| 3.0         | PROCARE-SVC-POWER-LOAD                          | 2011012400160 |
| 4.0         | PROCARE-SVC-POWER-LOAD                          | 2103012700054 |
| 4.0         | PROCARE-SVC-POWER-LOAD                          | 2102012700046 |
| 4.0         | PROCARE-SVC-POWER-LOAD                          | 2103012700007 |
| 5.0         | PROCARE-SVC-POWERPRO                            | 2206003500412 |
| 5.0         | PROCARE-SVC-POWERPRO                            | 2206003500413 |
| 5.0         | PROCARE-SVC-POWERPRO                            | 2206003500414 |
| 5.0         | PROCARE-SVC-POWERPRO                            | 2012003500262 |
| 5.0         | PROCARE-SVC-POWERPRO                            | 2003003500546 |
| 5.0         | PROCARE-SVC-POWERPRO                            | 2003003500540 |
| 5.0         | PROCARE-SVC-POWERPRO                            | 2003003300347 |
| 5.0         | PROCARE-SVC-POWERPRO PROCARE-SVC-POWERPRO       |               |
| 3.0         | FROCARE-SVC-POWERPRO                            | 1906003500770 |

| 5.0 | PROCARE-SVC-POWERPRO  | 1906003500772 |
|-----|---|---------------|
| 5.0 | PROCARE-SVC-POWERPRO  | 1906003500773 |
| 5.0 | PROCARE-SVC-POWERPRO  | 180539801     |
| 5.0 | PROCARE-SVC-POWERPRO  | 180539802     |
| 5.0 | PROCARE-SVC-POWERPRO  | 180539803     |
| 5.0 | PROCARE-SVC-POWERPRO  | 180539804     |
| 5.0 | PROCARE-SVC-POWERPRO  | 180539805     |
| 5.0 | PROCARE-SVC-POWERPRO  | 170839300     |
| 5.0 | PROCARE-SVC-POWERPRO  | 170740386     |
| 5.0 | PROCARE-SVC-POWERPRO  | 170839130     |
| 5.0 | PROCARE-SVC-POWERPRO  | 170839131     |
| 5.0 | PROCARE-SVC-POWERPRO  | 170839132     |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48429063      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298144      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298148      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298177      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298195      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298217      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298267      |
|     | PROCARE-SVC-LIFEPAK-FIELD-REPAIR PROCARE-SVC-LIFEPAK-FIELD-REPAIR |               |
| 6.0 |   | 48298269      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298326      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298328      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298349      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298422      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298433      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298451      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298452      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298478      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298513      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298529      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298570      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298574      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298599      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298602      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298630      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298635      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298649      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298683      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298686      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298694      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298704      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48298705      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 48299214      |
| 6.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR                                  | 50301995      |
| 7.0 | PROCARE-SVC-LUCAS-FIELD-REPAIR                                    | 3521T012      |
| 8.0 | PROCARE-SVC-AED-FIELD-REPAIR                                      | 50218370      |
| 8.0 | PROCARE-SVC-AED-FIELD-REPAIR                                      | 50297932      |
|     |   |               |

| Stry          | ker    |
|---------------|--------|
| $\sim$ $\sim$ | , 1201 |

| <b>Purchase Order Form</b>       |                              |                |  |            |
|----------------------------------|------------------------------|----------------|--|------------|
| Account Manager                  |                              | Purchase       | e Order Date                               |            |
| Cell Phone                       |                              | Expected       | d Delivery Date                            |            |
|                                  |                              | Stryker        | Quote Number                               |            |
| Check box if E                   | Billing same as Shipping []  |                |  |            |
| BILL TO                          | CUSTOMER #                   | SHIP TO        |  | CUSTOMER # |
| Billing Account                  |                              | Shipping Accor | unt Num                                    |            |
| Company Name                     |                              | Company Nam    | e  |            |
| Contact or Department            |                              | Contact or Dep | artment                                    |            |
| Street Address                   |                              | Street Address |  |            |
| Addt'l Address Line              |                              | Street Address |  |            |
| City, ST ZIP                     |                              | City, ST ZIP   |  |            |
| Phone                            |                              | Phone          |  |            |
| Accounts Payable Con             | Description  REFERENCE QUOTE | QTY            | TOTAL                                      |            |
| Email                            |                              |                | Stuulion Toums and (                       | Conditions |
| Email                            |                              |                | Stryker Terms and C<br>www.stryker.com/str |            |
| Phone                            |                              |                | www.stryker.com/str                        | <u>ıc</u>  |
| Authorized Customer Printed Name | Signature                    |                |  |            |
|                                  |                              |                |  |            |
| Title                            |                              |                |  |            |
| Signature                        |                              |                |  |            |
| Date                             |                              |                |  |            |
| Attachment                       | Stryker Quote Number _       |                |  |            |

<sup>\*</sup>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

| Purchase Or                   | der Form                             |      |  | <i>s</i> tryker°                                     |
|-------------------------------|--------------------------------------|------|--|--|
| Account Manager<br>Cell Phone |                                      | _    | Purchase Order Dat<br>Expected Delivery D<br>Stryker Quote Num | Date   |
| Check box                     | if Billing same as Shipping          |      |  |  |
| BILL TO                       | CUSTOMER #                           | #    | SHIP TO  | CUSTOMER #   |
| Billing Account Nu            | m                                    | - to | Shipping Account Num   |  |
| Company Name                  |                                      |      | Company Name   |  |
| Contact or Departr            | ment                                 |      | Contact or Department  |  |
| Street Address                | 1                                    |      | Street Address   |  |
| Addt'l Address Line           | <u> </u>                             |      | Addt'l Address Line  |  |
| City, ST ZIP                  |                                      |      | City, ST ZIP   |  |
| Phone                         |                                      |      | Phone  |  |
| REFERENCE  Accounts Paya      | DESCRIPTION                          | QTV  | Authorized Customer Initials  TOTAL                            |  |
| Name                          |                                      |      |  |  |
|                               | 3                                    |      | _  |  |
| Email                         |                                      |      | -  |  |
| Phone                         |                                      |      | -  | Stryker Terms and Conditions<br>www.stryker.com/stnc |
| Authorized Cus                | stomer Signature                     |      |  |  |
| Printed Name                  | Bill Gravell                         |      |  |  |
|                               | County Judge                         |      | -  |  |
| Title                         | Bill Gravell (Dec 10, 201/11/89 CST) |      | <del>-</del>   |  |
| Signature                     |                                      |      | _  |  |
| Date                          | Dec 10, 2024                         |      |  |  |
| Attachment                    | Stryker Quote Number                 |      | ]  |  |

<sup>\*</sup>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.

#### 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 prepaid 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.