



**Solicitation Number: 041823**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Stryker Canada ULC**, 2 Medicorum Place, Waterdown ON L8B 1W2 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in Canada. Sourcewell issued a public solicitation for **Critical Care and EMS Equipment** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts in Canada (Participating Entities). This Contract will only apply to and be accessible by Participating Entities located in Canada. All equipment, products, or services sold pursuant to this Contract are intended for use in Canada only.

### **1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above for use in Canada only. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that (i) Supplier has good title to Equipment shipped directly to Participating Entities, free of all liens, claims, and encumbrances; (ii) the Equipment will, at the time of manufacture, in all material respects have been manufactured in conformance with the Equipment specifications; and (iii) the Equipment will in all material respects, at the time of shipment, meet the technical specifications set forth in the Health Canada-approved or cleared labeling. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal. If the Agreement is a multi-year contract, Supplier may increase pricing no more than once annually. Such price increase shall be incorporated by amendment to this Agreement and signed by Sourcwell and Supplier.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned in accordance with the return policy, incorporated herein by reference, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery, after which time the Equipment will be deemed accepted. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. All shipping will be FOB destination, freight prepaid and added to the invoice. In the event of loss or damage during shipment, Supplier will assist in filing a claim with commercial carrier.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. Payment terms are net thirty (30).

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to delivery, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and

- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.



- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Stryker Product with one or more non-Stryker products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use; or (iii) modification of any Product by any person other than Stryker without Stryker's express written authorization. Stryker will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof; however, any claim that obligates Sourcewell for payment of any kind may not be settled without prior consultation and written approval by the Sourcewell Board of Directors. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.



## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract. For purposes of clarification, neither Party shall provide any personally identifiable information to the other Party in the course of administering this Contract. Any exchange of personally identifiable information shall occur solely between Supplier and Participating Entities.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

Subject to Section 13(B), Sourcewell grants to Supplier a royalty-free, non-exclusive right and license to use the trademark(s) provided to Supplier in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier for use in Canada only and solely in the format provided in Exhibit A. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:

- i. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
- ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
- iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
- iv. Award announcement emails; and
- v. Any reseller or distributor advertising or promotional flyers for distribution prepared by Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted hereunder will be subject to the terms and conditions of this Article 13 and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. A party shall approve each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article 13 by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must immediately comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to the requesting party's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers to Participating Entities that offer Equipment, Products, or Services available under this Contract and utilizes the terms of this Contract while offering pricing lower than this Contract, must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier will use commercially reasonable efforts to carry out all of its responsibilities under the Contract that are not affected by the dispute without delay. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear the difference in costs incurred by Sourcewell and/or its Participating Entities, if any, as a result of completing the work.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* Intentionally omitted. Supplier shall add such limits to the primary coverage layers.

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Required limits:

\$2,000,000 per occurrence or claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are permitted to be sold pursuant to this Contract.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Intentionally omitted. Any Participating Entity purchasing from Supplier pursuant to this Contract is purchasing products to be used in Canada from a Canadian supplier and shall not therefore utilize United States federal funds for any such purchases from Supplier.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**[signature page to follow]**

Sourcewell

Stryker Canada ULC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer

DocuSigned by:  
*Suzanne Shadgett*  
By: 84682791D3D8443...  
Suzanne Shadgett  
Title: Senior Director, Business Enablement Solutions

Date: 10/18/2023 | 10:32 PM CDT

Date: 10/18/2023 | 12:24 PM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 48BAF71B0894454...  
Chad Coquette  
Title: Executive Director/CEO

Date: 10/19/2023 | 7:18 AM CDT



# RFP 041823 - Critical Care and EMS Equipment

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## Vendor Details

Company Name: Stryker Canada ULC  
Does your company conduct business under any other name? If yes, please state: Ontario  
Address: 2 Medicorum Place  
Waterdown, ON L8B 1W2  
Contact: ca RFP  
Email: carfp@stryker.com  
Phone: 800-668-8323  
HST#:

## Submission Details

Created On: Tuesday February 28, 2023 09:56:10  
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Email: carfp@stryker.com  
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Submitter's IP Address: 64.136.252.163

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stryker Canada ULC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Stryker Canada ULC will not be using subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not Applicable
5	Proposer Physical Address:	2 Medicorum Place, Waterdown ON. L8B 1W2
6	Proposer website address (or addresses):	www.stryker.com/ca
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ivan Romero, Finance Director 2 Medicorum Place, Waterdown ON. L8B 1W2 905-690-5700, carfp@stryker.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lesley Miller, Sr. Proposal Specialist. 2 Medicorum Place, Waterdown ON. L8B 1W2 289-895-1059, carfp@stryker.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Julie Reise, Sr. Manager Proposals & Contracts, 2 Medicorum Place, Waterdown ON. L8B 1W2 905-690-5700 carfp@stryker.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>About Stryker</p> <p>Stryker is one of the world's leading medical technology companies and, together with our customers, is driven to make healthcare better. We offer innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. As the pioneer in portable defibrillation and monitoring technology, Stryker's Emergency Care business continues to define the standard for cardiac emergency care equipment, solutions and services.</p> <p>We are the world leader in developing, manufacturing, selling and servicing emergency care products. The company pioneered defibrillation technology over 68 years ago and continues to design and develop advanced emergency medical devices for in-hospital and out-of-hospital use. The company's LIFEPAK defibrillators have been carried to the top of Mount Everest and launched into orbit on the International Space Station. More than 800,000 units are in use today on fire and rescue rigs, ambulances, hospital crash carts and in thousands of public access locations worldwide.</p> <p>Global Presence</p> <p>Stryker serves a global market of thousands of customers in over 100 countries that use our products every day to protect their communities. We are well-positioned to continue serving the worldwide medical community for generations to come. Stryker Emergency Care employs over 1,000 team members worldwide. Approximately 100 of these team members are based in Canada.</p> <p>Vision and Mission</p> <p>We have been involved in emergency medical care for more than 68 years and lead the industry in developing products that monitor or treat patients in emergency medical situations.</p> <p>We develop technologies and design devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. Everything is designed for customers, to work with them- whether it is accessories, disposables, flexible energy dosing or data management solutions that help them capture patient data and learn from it to improve patient care.</p> <p>Our approach to product development is with the values our customers expect front and center: quality, innovation, durability and reliability. We hold ourselves to rigorous quality and innovation standards, and firmly believe that good enough is never good enough when you are talking about devices used on a daily basis in a variety of emergency care environments. We are always innovating our product and clinical technologies and looking for ways to improve our processes— because our customers and their patients depend on it.</p> <p>MISSION: Together with our customers, we make healthcare better.</p>	*
11	What are your company's expectations in the event of an award?	If Stryker Canada is the winner, we will negotiate in good faith mutually beneficial terms following award issuance.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Due to SEC regulations, we are unable to provide our Canadian Sales information, however please see the proposal submission from Stryker US for our global sales information.	*
13	What is your US market share for the solutions that you are proposing?	Not applicable	*
14	What is your Canadian market share for the solutions that you are proposing?	Canadian market share is proprietary business information that we are unable to disclose	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stryker has never petitioned for bankruptcy protection. Instead, the whole Stryker corporation has persevered, delivered outstanding sales growth and made progress on our strategy for many years, making the Stryker brand stronger than ever.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. All technical support, trainings and education, ProCare services will be conducted by Stryker employees. No third-party distributor/dealer/reseller will be involved.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Stryker is ISO 9001:2015 certified and has a quality policy to maintain the highest standards.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have no suspension or debarment information related to Stryker Canada to disclose	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Canada's Top 100 Employers 2023, 2012-2023 consecutively Hamilton-Niagara Top Employers 2023, 2008-2023 consecutively Canada's Top Family-Friendly Employers 2023, 2016-2023 consecutively Great Place to Work Certified August 2022-July 2023 Great Place to Work – Best Workplaces Managed by Women 2023 Great Place to Work – Best Workplaces in Canada 2022 (1000+ employees) Great Place to Work – Best Workplaces in Health Care 2022 Great Place to Work – Best Workplaces in Ontario 2022 for a full listing of all Stryker Canada awards, please see the page: <a href="https://www.stryker.com/ca/en/about/awards/awards.html">https://www.stryker.com/ca/en/about/awards/awards.html</a>	*
20	What percentage of your sales are to the governmental sector in the past three years	Due to SEC regulations, we are unable to provide our Canadian Sales information, however please see the proposal submission from Stryker US for our global sales information.	*
21	What percentage of your sales are to the education sector in the past three years	Due to SEC regulations, we are unable to provide our Canadian Sales information, however please see the proposal submission from Stryker US for our global sales information.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Due to SEC regulations, we are unable to provide our Canadian Sales information, however please see the proposal submission from Stryker US for our global sales information.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Due to SEC regulations, we are unable to provide our Canadian Sales information, however please see the proposal submission from Stryker US for our global sales information.	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Please see our References PDF in the Additional Documents section	Please see our References PDF in the Additional Documents section	Please see our References PDF in the Additional Documents section	*
Please see our References PDF in the Additional Documents section	Please see our References PDF in the Additional Documents section	Please see our References PDF in the Additional Documents section	*
Please see our References PDF in the Additional Documents section	Please see our References PDF in the Additional Documents section	Please see our References PDF in the Additional Documents section	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
N/A	Government	ON - Ontario	N/A	Due to SEC regulations, we are unable to provide our Canadian Sales information.	Due to SEC regulations, we are unable to provide our Canadian Sales information.	*
N/A	Government	ON - Ontario	N/A	Due to SEC regulations, we are unable to provide our Canadian Sales information.	Due to SEC regulations, we are unable to provide our Canadian Sales information.	*
N/A	Government	ON - Ontario	N/A	Due to SEC regulations, we are unable to provide our Canadian Sales information.	Due to SEC regulations, we are unable to provide our Canadian Sales information.	*
N/A	Government	ON - Ontario	N/A	Due to SEC regulations, we are unable to provide our Canadian Sales information.	Due to SEC regulations, we are unable to provide our Canadian Sales information.	*
N/A	Government	ON - Ontario	N/A	Due to SEC regulations, we are unable to provide our Canadian Sales information.	Due to SEC regulations, we are unable to provide our Canadian Sales information.	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Stryker Canada Emergency Care is committed to providing professional support through our Sales and Field Service Representatives who are strategically located throughout Canada to make us a customer centered organization. Our pre-hospital account manager team are direct Stryker employees and located in major centers across Canada. While everyone will be responsive and timely during the purchase process, Stryker has built a model that allows us to truly serve and partner with customers before, during, and after the sale.	*
27	Dealer network or other distribution methods.	Stryker Canada ULC is a manufacturer and offers direct distribution to our customers.	*

28	Service force.	Stryker maintains a very rigorous hiring process through which we carefully select technicians who have relevant education and/or work experience. We provide them with training, through to certification from experts at the manufacturer, or by bringing the specialists to us. Partnering with our technicians, and residing at our Waterdown head office location, is a highly trained team of internal technical repair and support staff who are available by phone Monday to Friday 8am-6pm EST. This team is there to answer questions and offer support in any way possible. After-hours, Stryker has on-call answering service who will send a message to one of our technicians who can call to try to offer immediate support and be on-site within 2-4 hours of initial call.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our own in house customer service team and shipped directly from our warehouse. Orders can be placed by calling 1-800-668-8323, fax to 905-690-5698 or 1-877-247-7925 or email to customer@stryker.ca. Our customer service department is available Monday to Friday 8am - 6pm EST, we do have an afterhours emergency service available outside of these hours, and can be reached by calling 1-800-668-8323.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We pride ourselves in providing the highest level of Customer Service, therefore every effort will be made to ensure your complete satisfaction prior to and after product delivery. Our in house quality program ensures that Standards of Performance are documented for Telephone and Email Responsiveness and Order Entry Accuracy Rates. These areas are all monitored and measured daily. Purchase Orders can be placed via EDI, e-mail, telephone, or fax. Stryker has extensive experience with electronic commerce and is capable of generating and receiving EDI documents via our main van, Global Healthcare Exchange (GHX). A large percentage of our customer orders are currently processed via automation through GHX, which offers excellent accuracy rates averaging around 99.9%. We currently provide 850 Purchase Order, 855 Order Acknowledgements, 856 Advanced Shipping Notices, 810 Electronic Invoices, 832 Price/Sales Catalogue, and 867 Sales Tracings. We can also receive orders via the latest EDI version 6020. We are EDIFACT and ANSI ASC X12 compliant and are capable of supporting several data transfer types including AS2 and AS3. We also offer Next Day Delivery for regular orders across Canada.</p> <p>Our regular business hours are 8:00 a.m. to 6:00 p.m. EST, Monday through Friday. We are also available after hours for emergency service. You can reach us by calling 1-800-668-8323, 24 hours a day, 7 days a week. Our fax number is 905-690-5698 or 1-877-247-7925 and our email address is customer@stryker.ca</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	This submittal reflects Canadian proposal and applies to Canadian participating entities only. Products, services and T&Cs outside Canada may vary by country. Please refer to Proposal submitted by Stryker U.S team for information.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Stryker Canada ULC can provide the products and services to any participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Stryker Canada ULC can provide the products and services to any participating entities in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Stryker Canada ULC is able to service all sectors and regions of Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Stryker Canada ULC can provide the products and services to any participating entities in Canada.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	See attached marketing/product references.  Stryker Emergency Care employs an experienced team of direct account managers across Canada, knowledgeable in our medical and transport solutions. Representatives maintain professional clinical and operational relationships with EMS and hospital facilities, providing a tailored partnership with each end-user and key stakeholders.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Sourcewell contract will be promoted internally with flyers, a road map, links to our internal marketing database, and education calls with our outside sales team of representatives. For external marketing efforts, we keep a large library of product resources online for customers to easily access: <a href="https://www.stryker.com/ca/en/index.html">https://www.stryker.com/ca/en/index.html</a>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Stryker will expect Sourcewell to promote the value and benefits of co-op contracting and what differentiates Sourcewell from other contracting entities in the EMS market. More specifically, we would like for Sourcewell to make members aware of the new contract, what products/services are available, and provide the information about the awardees. Stryker will leverage the contract actively with the appropriate market segment customers through our dedicated team of field representatives that solely serve the EMS, Fire, Ambulance and Education markets. We will also promote the contract internally with active efforts from the Stryker marketing team.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Stryker has extensive experience with electronic commerce and is capable of generating and receiving EDI documents via our main van, Global Healthcare Exchange (GHX). A large percentage of our customer orders are currently processed via automation through GHX, which offers excellent accuracy rates averaging 99.9%. We currently provide 850 Purchase Order, 855 Order Acknowledgements, 856 Advanced Shipping Notices, 810 Electronic Invoices, 832 Price/Sales Catalogue, and 867 Sales Tracings. We can also receive orders via the latest EDI version 6020. We are EDIFACT and ANSI ASC X12 compliant and are capable of supporting several data transfer types including AS2 and AS3. We also offer Next Day Delivery for regular orders across Canada.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All training is included for all purchased equipment. We recommend that all personnel attend training on the equipment to understand the full benefits and features of the equipment. A broad range of supplementary training resources are provided to educators for initial and ongoing use, including but not limited to inservice guides, skills checklists, protocol posters, quick reference cards, and operational videos.
41	Describe any technological advances that your proposed products or services offer.	Stryker Emergency Care pioneered external defibrillation over 68 years ago and today continues to be the world market leader. LIFEPAK 15 monitor/defibrillator is deployed extensively throughout Canadian EMS and hospitals, while the LIFEPAK CR2 defibrillator offers an automated external defibrillation solution for community response. LIFEPAK defibrillators provide a full range of escalating biphasic energy up to and including 360J to support a broad range of resuscitation protocols, and address difficult to defibrillate (recurrent/refractory cardiac arrest) multi-shock patients. The LIFEPAK CR2 defibrillator uniquely employs cprINSIGHT Analysis Technology that allows uninterrupted chest compressions during rhythm analysis (CPR compression fraction and pauses are directly correlated with patient outcome).  LUCAS 3, V3.1 Chest Compression system is the most-used mechanical CPR device in Canada and globally (at the time of this writing). LUCAS is a proven mechanical CPR platform that supports the full range of AHA/Heart & Stroke recommended compression rates from 100–120cpm while assisting chest recoil with chest cup. In addition to delivering sustained, high-quality compressions that are not limited by operator fatigue LUCAS helps protect health care professionals from repetitive stress injury, allows paramedics to be restrained during transport, and improves healthcare efficiencies by freeing clinicians.  Power-PRO powered cots and Power-LOAD powered fastener are the established standard throughout Canadian EMS, protecting paramedics and patients during lifting, loading and transport. With the recent launch of Power-PRO 2 the core Stryker Emergency Care product line is connected; LIFEPAK 15, LIFEPAK CR2, LUCAS and Power-PRO 2 all have the ability to report health and activity for proactive system readiness and quality assurance.



42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Stryker abides by a corporate and social responsibility objective: To positively impact people and our planet through responsible, sustainable practices that create a better, healthier world. As part of Stryker's Responsible Procurement strategy, we are committed to assessing 85% of our direct spend for ESG (Environmental Social and Governance) performance by 2027. This is a part of our overall supplier risk assessment approach, and we will partner with key suppliers to ensure that our supply chain meets increasing sustainability requirements globally. Our carbon emissions targets are aligned with the guidance of the Science Based Targets initiative (SBTi) to limit warming to 1.5 degrees above pre-industrial temperatures. We also partner globally with customers who are embedding sustainability requests into RFPs and tenders to respond and be more transparent about sustainability criteria in our products and packaging.</p> <p>Committing to goals and publicly reporting progress transparently is a critical component of sustainability programs. Where possible, we do adhere to global sustainability standards like LEED certification, which is a global green building standard. We also adhere to ISO 14001, which is a global environmental management standard. Guided by our Environmental, Health and Safety (EHS) Policy, we are in the process of certifying more of our facilities to the ISO 14001 standard, with thirteen sites completed as of the end of 2021. This standard sets the criteria for an effective environmental management system and helps ensure that key performance metrics are accurately measured and tracked. Our newly implemented data software management system enables us to track important metrics globally. In 2021, we improved the data integrity of our energy and carbon emissions reporting and now have approximately 95 percent of our data reported from utility bills, up from 70 percent in 2020. For governance, Stryker has amended our Governance and Nominating Committee Charter to give this Board committee oversight of Corporate Responsibility matters. We are also developing the infrastructure to do internal and external validation of some of our sustainability metrics. Our employees deeply value sustainability and are motivated to help us reach our goals. In 2021, we created Stryker's Environmental Alliance community, with more than 450 members and counting, where employees can easily connect and share best practices on environmental sustainability, education, and climate action. In 2021, our teams focused on hosting various educational webinars, speaker series and volunteering events to increase sustainability and climate change awareness.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We are proud to report that our manufacturing facilities adhere to many certifications. Along with ISO14001, and ISO50001, Stryker also has manufacturing facilities that have been LEED certified. Three Stryker facilities have received the Leadership in Energy and Environmental Design (LEED) designation: Suzhou, China new construction received LEED Gold, one of only 5 sites in China to receive this rating. The Portage, Michigan manufacturing site received LEED Silver, the first manufacturing site in Michigan to receive this certification. Mahwah, New Jersey is the largest Stryker manufacturing facility to receive LEED certification.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Stryker Canada has not obtained these certifications at this time. Stryker is increasing the representation of disability-, LGBTQ-, minority-, veteran and women-owned businesses and small businesses in our supply chain and we engage suppliers that reflect the diversity of our customers and their patients, our employees and our communities. We are continually working to promote and facilitate diverse supplier engagement as a component of our overall corporate responsibility efforts.</p> <p>Examples include: Disability Owned Business Enterprise (DOBE), Lesbian, Gay, Bisexual, Transgender Owned Business Enterprise (LGBTBE), Minority Owned Business Enterprise (MBE), Veteran Owned Business Enterprise (VBE), Woman Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Historically Underutilized Business (HUBZone), Service-disabled Veteran Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB), Veteran Owned Small Business (VOSB), and Woman Owned Small Business (WOSB).</p> <p>Stryker Supplier Diversity</p> <p>We are also committed to serving our communities and creating a healthy, diverse, equitable and inclusive workplace where employees thrive. Stryker has several employee resource groups (ERG) that promote a culture of inclusion and belonging by amplifying our diversity, equity, and inclusion initiatives – with a focus on supporting and enhancing career development and providing education in the work environment.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>• Stryker Women's Network (SWN): fostering an open and inclusive culture with a focus on attracting, developing, and retaining talented women</li> <li>• Women in Science and Engineering (WISE): accelerating growth of women in Stryker with technical expertise</li> <li>• Stryker's Allies for Equality (SAFE): championing LGBTQ authenticity at work</li> <li>• Stryker's African Ancestry Network (SAAN): making Stryker a career destination for Black employees</li> </ul>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>What can you expect from a partnership with Stryker:</p> <ul style="list-style-type: none"> <li>• Harness the power of a systems-based approach: One integrated system of equipment, devices and data empowers your teams to improve clinical care and enhances operational performance.</li> <li>• Depend on Stryker's technology: Drive better care with resuscitation technology like the LIFEPAK 15 monitor/defibrillator and the LUCAS 3 chest compression system integrated with Stryker's data solutions. With easy access to support and continuing education, rely on us as the innovative partner you trust most.</li> <li>• Overcome the challenges you face every day: From event scenes and long-distance patient transport to tight budgets and complex documentation, rely on a trusted system from Stryker to stay ready, respond effectively and review quickly for ongoing performance improvement.</li> <li>• Readiness: Handle your team's demands with insight into performance, readiness, systems and equipment, turning data into measurable improvement.</li> <li>• Response: Enable more effective care with an integrated system of equipment, CPR devices, monitor/defibrillators and data solutions that help improve your ability to handle time-dependent emergencies like cardiac arrest, STEMI, stroke or sepsis and other emergent care needs.</li> <li>• Review: Automatically access or share data, review performance, and identify improvements so your team can work more efficiently, stretch budgets and streamline billing.</li> </ul> <p>What you can expect from our products:</p> <ul style="list-style-type: none"> <li>• Power-PRO Ambulance Cot and Power-LOAD Fastener System: Stryker collaborates closely with customers to design and develop transport equipment to help reduce caregiver injury and increase patient care. Powered transport equipment can help with some of the common challenges facing EMS today including obesity, medic shortage and medic retention. Stryker offers a program that financially guarantees at least a 50% reduction in cot-related injuries pertaining to rashing, lowering, loading and unloading cots and 100% reduction in missed safety hooks while unloading cots with Stryker's powered cot and Power-LOAD powered cot fastener in full power operation. If not, Stryker will refund the price paid for the powered cots and Power-LOAD cot fastening systems.</li> <li>• LIFEPAK 15 Monitor/Defibrillator, LIFEPAK CR2, and LIFEPAK 1000 Defibrillator: Depend on durable, reliable, and easy-to-use LIFEPAK monitor/defibrillators. Provide high energy quickly (only monitor to deliver energy up to 360j to help difficult to defibrilate patients), monitor patient information such as EtCO2, SpO2, SpMet and send data ahead to the receiving caregiving team to save time, ease handoffs and help drive improved patient outcomes.</li> <li>• LUCAS 3 Chest Compression System: Contribute to improved cardiac arrest outcomes with the LUCAS 3, v3.1 chest compression system. CPR quality, consistency and continuity matter. Provide Guidelines-compliant compressions — in most working conditions — while freeing responders to safely focus on assessment, care and transport.</li> <li>• McGRATH MAC Video Laryngoscope: Improve the view and gain better guidance for placement to reduce intubation difficulty. Enhance airway management with one durable, easy-to-use and cost-effective device. Maximize visualization of the airway with the McGRATH MAC video laryngoscope.</li> <li>• LIFENET System: Drive better care with the LIFENET System. Alert the receiving providers, share patient data and capture information to enhance team efficiency.</li> <li>• CODE-STAT Data Review Software and Service: Drive improved performance with data review software and services. Enhance quality and efficiency when you can easily access, share, analyze and review data from any LIFEPAK device. Customize documentation and gain advanced reporting for the insights you need to improve care, team performance and operational efficiency.</li> <li>• ProCare Services: When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With ProCare, you can count on trusted field-based experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives. We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.</li> </ul>
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**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	The warranty will cover all products, parts and labour
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please refer to our Canada Warranty Statement provided in the Warranty information documents, warranty lengths vary depending on the product. Products are warranted to be free from defects in material and workmanship. Abnormal wear and tear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Maintenance Manual or Operating Instructions, or as demonstrated by an authorized Stryker representative, is not covered by the warranty. Any effort at field repair or adjustment may invalidate your warranty. Using any accessory that is not a Stryker product will invalidate your warranty. The warranty extends to all purchasers and is limited to the repair or replacement of the product without charge when returned prepaid to Stryker.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the warranty will cover the expenses of the technician's travel time, and mileage in order to perform any required repairs. Should equipment need to be shipped back to our Repair Depot, Stryker will cover those costs as well during the warranty period.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have existing customers in every province and territory within Canada and are able to service all regions. Our goal is to always provide world-class customer service.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Stryker manufactures all our own equipment and our warranty will cover any products we manufacturer.
51	What are your proposed exchange and return programs and policies?	"To initiate a return, contact Stryker Canada Customer Service Team at 1 800 668 8323 (Option 1) or email at customer@stryker.ca Information Required: Purchase Order number, Item Codes, Quantities and Reason for Return. · All Returned items must be accompanied with a Returned Goods Authorization number (RMA #) which will be provided to you upon approval from a Stryker Customer Service Agent. An approved RMA checklist will be provided for enclosure with your return in order to provide timely processing of your credit memo. · Full credit or exchange will be given in the event of a Stryker order processing or shipping error. · All return requests will be reviewed for return approval under the following standard terms: o Product(s) must be returned within 60 days of shipment date o Product(s) must be in their original, unopened, undamaged and unmarked packaging o Product(s) not in good condition will be returned to your receiving department (Freight charges may apply)"
52	Describe any service contract options for the items included in your proposal.	Service contracts will be available for all equipment included with this bid. Service contracts include: 2-hour call back time, 24-72 hour repair turnaround, a Stryker-trained service specialist, Service parts, labor, and travel, Preventive maintenance, Proper PM documentation, dedicated service representative. (Sample ProCare Contract has been included with our proposal)

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Stryker's payment terms are Net30, we accept EFT, Credit Card and cheque (with approval amounts)	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Flex Financial provides a range of smart financing alternatives designed to fit our customers' budgetary needs and assist in product acquisition. Numerous payment structures can be customized and help to keep costs and debt manageable. It has become increasingly important for our customers to keep cash on hand, but clinical demands do not go away. We can help customers get the equipment they need now and keep their cash for emergencies. Working with Stryker Flex Financial is simple. We offer a broad range of products through strategic financial programs, working with customers to find the financial solution that best fits their needs.</p> <ul style="list-style-type: none"> <li>• One payment for multiple pieces of equipment across service lines</li> <li>• Maintenance and service can be added to payment plans</li> <li>• Increased operational efficiencies with one invoice</li> <li>• Simplifies budgeting process</li> </ul> <p>Working with Stryker is simple. No other company provides strategic financial consulting combined with our breadth of products, meeting both your financial and equipment needs. Through Stryker's Flex Financial business, we provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase - enabling you to acquire our full portfolio of products.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	New customers will need to complete a credit application, included in our Standard Transaction Document section of our proposal. Stryker Canada will use a mutually beneficial contract signed by both parties to transact the awarded contract. Stryker Canada accepts all customer POs for orders.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Stryker Canada ULC does not accept or use the P-card procurement process.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	List price is established by three primary inputs: <ul style="list-style-type: none"> <li>- Cost of goods/manufacture</li> <li>- Customer's willingness to pay</li> <li>- Competitive/market pressure</li> </ul> Standard/list pricing and the Sourcewell discounted price are included in the pdf proposal and uploaded as a separate attachment in the pricing Section as required.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is based on the category of the products, ranging from 10% to 40% discount. Please refer to the pdf pricelist for details.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Products or services will be sold at the discount level as advised in the pdf price list. Stryker may offer volume sales discounts to Sourcewell members depending upon the level of sales commitment by the individual members.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products or services offered can be found in the price list provided, any additional items can be added if required dependent on the needs of the individual entities.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight will be prepaid and added to the invoice. Sales tax applies if applicable. No additional charges for pre-delivery inspection, installation, set up, mandatory training, or initial inspection.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Stryker Canada uses direct distribution, we have our own delivery and courier services for capital items and use 3rd party couriers (Purolator, FedEx) for consumables and in house parts delivery. The customer is responsible for the freight charges which will vary depending on order size and geographical location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Stryker Canada uses direct distribution, we have our own delivery and courier services for capital items and use 3rd party couriers (Purolator, FedEx) for consumables and in house parts delivery. The customer is responsible for the freight charges which will vary depending on order size and geographical location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All equipment and accessories will be sold directly through Stryker and shipped through 3rd party carriers. No special distribution channel will be used.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Stryker is aware that the pricing proposed here may vary from other available pricing. We hope there is understanding in the marketplace that with the current and unprecedented economic environment, Stryker has had to make pricing adjustments.</p> <p>The pricing posed here is not a growing profit center for Stryker but is based on global economic changes, inflation, and dramatic increases in transportation, materials, and labor costs. Pricelists publicly available are likely under review and negotiated under different circumstances.</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Stryker employs a contract team tasked with post-award management of contract requirements, including sales reporting and sales administration fees.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Stryker will utilize annual revenue generated by this contract and view success as consistent year over year growth.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to the proposal uploaded to the portal
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Within each category there may be a consumable subcategory of items listed

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments	
71	Cardiac monitors, defibrillators	<input checked="" type="radio"/> Yes <input type="radio"/> No	confirmed	*
72	Automated External Defibrillator (AED) used by emergency responders	<input checked="" type="radio"/> Yes <input type="radio"/> No	confirmed	*
73	CPR Assist Devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	confirmed	*
74	Patient movement devices and systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	confirmed	
75	Critical Care assist equipment such as IV pumps, ventilation equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	not bidding	
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	<input type="radio"/> Yes <input checked="" type="radio"/> No	not bidding	
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	<input type="radio"/> Yes <input checked="" type="radio"/> No	not bidding	
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	<input type="radio"/> Yes <input checked="" type="radio"/> No	not bidding	
79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	not bidding	*
80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	confirmed	*

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.



## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell Final Pricing List.pdf - Tuesday April 18, 2023 11:36:47
  - [Financial Strength and Stability](#) - Financial Strength, Stability.zip - Monday April 17, 2023 14:55:51
  - [Marketing Plan/Samples](#) - Marketing Materials.pdf - Thursday April 13, 2023 12:48:27
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Information.zip - Thursday April 13, 2023 12:50:22
  - [Standard Transaction Document Samples](#) - Credit Application.pdf - Thursday April 13, 2023 12:50:49
  - [Upload Additional Document](#) - Additional Documents.zip - Monday April 17, 2023 14:57:38

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ivan Romero, Financial Director, Stryker Canada ULC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_RFP_041823_Critical_Care_EMS</b> Tue April 11 2023 09:23 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_RFP_041823_Critical_Care_EMS</b> Wed April 5 2023 04:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_RFP_041823_Critical_Care_EMS</b> Tue April 4 2023 08:26 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_RFP_041823_Critical_Care_EMS</b> Wed March 29 2023 04:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_041823_Critical_Care_EMS</b> Thu March 23 2023 03:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_041823_Critical_Care_EMS</b> Wed March 22 2023 06:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_041823_Critical_Care_EMS</b> Thu March 9 2023 03:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_RFP_041823_Critical_Care_EMS</b> Tue March 7 2023 07:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_041823_Critical_Care_EMS</b> Fri March 3 2023 02:40 PM	<input checked="" type="checkbox"/>	1