



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
[www. CityofSacramento.org](http://www.CityofSacramento.org)

Consent  
**September 25, 2007**

**Honorable Mayor and  
 Members of the City Council**

**Title: City Cooperative Purchasing Contract: Gurneys**

**Location/Council District: Citywide**

**Recommendation:** Adopt a Resolution 1) approving the utilization of the Sacramento Metropolitan Fire District (SMFD) cooperative purchasing agreement for the purchase of 20 Power-Pro XT Gurneys with a five year maintenance agreement from Stryker Emergency Medical Services (EMS) Equipment; 2) approve the trade-in of 20 MX Pro Gurneys; and 3) authorizing the City Manager or authorized designee to execute the necessary purchases with Stryker EMS Equipment in an amount not to exceed \$250,000, through December 31, 2007.

**Contact:** Joseph A. D. Jackson, Assistant Chief, 264-8100; Christopher Stewart, Procurement Services Manager, 808-6202

**Presenters:** Not Applicable

**Department:** Fire

**Division:** Emergency Medical Services (EMS)

**Organization No:** 2554

### **Description/Analysis**

**Issue:** Sacramento Fire Department (SFD) needs to replace the aging gurney inventory because they have reached the end of their service life. The Emergency Medical Services Division seeks approval to use the SMFD cooperative contract to procure replacement gurneys. In accordance with City Code 3.56.240, the City Council may authorize the use of cooperative government contracts when advantageous to the City. The use of cooperative contracts is an alternative to City conducted competitive bidding which results in lower operating costs through volume purchasing of services and combining resources with other government agencies.

**Policy Considerations:** The recommendations in this report are in accordance with provisions of the City Code Section 3.56.240, which allows for the use of legal contracts of other government jurisdictions or public agencies without separate competitive bidding by the City upon approval of the City Council.

**Environmental Considerations:** This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b) (3); 15378(b) (2)].

**Commission/Committee Action:** None

**Rationale for Recommendation:** Safety in the workplace has become a major concern in recent years. Many EMS personnel including firefighter/paramedics have to deal with risks involved in the transfer and care of patients. Although there has been great improvement in the preparation and education of good body mechanics and prevention of injuries, the incidence of such occurrences continues to be an issue. SFD has determined that the use of electrically powered gurneys would facilitate the transport of patients, while providing an ergonomically sound apparatus that would help prevent back injuries to EMS personnel. After evaluating options, staff is recommending a contract to purchase 20 Power-Pro XT gurneys through a cooperative purchasing agreement competitively bid through a SMFD Request for Formal Bid (RFFB) process (reference SMFD purchase order No. 12536 (Exhibit E)). Advantages of piggybacking on SMFD's contract are 1) cost savings of \$2,577.20 per gurney for a total savings of \$51,544 for 20 gurneys (Exhibit A), and 2) the supplier will also allow for a trade-in allowance of \$2,800 each for five new and \$500 each for fifteen used MX Pro Gurneys in SFD's current inventory for a total trade-in allowance of \$21,500 (Exhibit F).

**Financial Considerations:** Funding for purchases made under the cooperative purchasing agreement will come from Sacramento Fire Department, EMS Division ALS operating budgets as required.

**Emerging Small Business Development (ESBD):** Stryker is not a certified small business enterprise. Cooperative Purchasing Agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs as the City of Sacramento. The Fire Department is cognizant of such possibilities and shall consider other alternatives if it is determined that using cooperative contracts will have negative impact on small businesses if it cannot be mitigated.

Respectfully Submitted by: Joseph A. D. Jackson  
Joseph A. D. Jackson  
Assistant Fire Chief

Respectfully Submitted by: Christopher Stewart  
Christopher Stewart  
Procurement Services Manager

Approved by: Forrest Adams  
Forrest Adams  
Fire Chief

Recommendation Approved:

*for* Ray Kerridge  
Ray Kerridge  
City Manager

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## BACKGROUND

Safety in the workplace and finding ways to reduce employee injuries should be one of an employer's primary concerns. SFD EMS staff deal with the risks involved in the transfer and care of patients on a daily basis. Although there has been great improvement in the preparation and education of good body mechanics and prevention of injuries, the incidence of such occurrences continues to be an issue.

During the second quarter of 2007, the Sacramento Fire Department chose to pose a comparison field test for the use of electric gurneys. The two manufacturers of electric gurneys who formally bid for SMFD RFFB were chosen for the study: Stryker EMS Medical and Ferno, Inc. These are the only manufacturers that offer an electrically-powered assisted lift system on ambulance gurneys. Stryker received the highest total score and was the gurney of choice in the SMFD RFP employee evaluation process.

The EMS division requested that each manufacturer provide two gurneys for evaluation by our field personnel. Medic 20 and Medic 56 were chosen to evaluate the gurneys due to their high call volume. The personnel on these medic units were given training sessions on the use of the gurneys and were given a list of 25 criteria to evaluate the gurneys. Criteria included ease of use, durability, appearance, features, safety and overall practicality that would be used as the assessment tool for the comparison.

After the completion of the evaluation, evaluators preferred the Stryker gurneys over the Ferno gurneys. There was substantial agreement surrounding the positive effects of the Stryker gurney on the paramedic's reduction of physical exertion, and the potential for safer patient transfer. For example, the Stryker was given high marks for its' general ease of use, user-friendly controls, good stability, and the ease of changing/charging the batteries. Loading the patient into the ambulance and transfer of the patient to the hospital bed was made easier by the gurney's ability to electrically ascend and descend. Evaluators experienced several mechanical issues with the Ferno gurneys. For example, one gurney was delivered with exposed wiring causing a safety hazard. Another gurney lacked the ability to charge the battery. Evaluators had safety and stability concerns after the gurney nearly tipped over while patients were being loaded on three separate occasions. The Ferno gurneys were difficult to maneuver and the hand grips felt cumbersome and unreliable. Due to these serious concerns for patient and user safety, evaluators removed the Ferno gurneys from field use which abbreviated the actual evaluation time. In conclusion, this study proved that the use of Power-Pro XT by firefighter/paramedics provided a safer environment for both the patient and the employee. The use of this product has the potential to decrease the risk of back injuries as well as promote an improved interdepartmental morale. Upon completion of the evaluation, SFD decided that Stryker provides a product which facilitate the City goals of getting the customer to success as related to safety for the patients, transfer/transport efficiency, and easy of use of the gurney.

## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **AUTHORIZING THE USE OF COOPERATIVE PURCHASING CONTRACT FOR THE PURCHASE OF POWER-PRO XT GURNEYS**

#### **BACKGROUND**

- A. Sacramento Fire Department (SFD) needs to replace the aging gurney inventory because the gurneys are at the end of their 5-year service life. The purchase of 20 Stryker Power-Pro XT gurneys will provide a stable platform for patient transport, and reduce the potential of employees injuring their backs.
- B. During the second quarter of 2007, the SFD conducted a field test comparison of electric gurneys. The two manufacturers of electric gurneys who formally bid for Sacramento Metropolitan Fire District's (SMFD) Request for Formal Bid were chosen for our study: Stryker EMS Medical and Ferno, Inc. were the only manufacturers of electric gurneys.
- C. Upon completion of a field evaluation, SFD medic personnel found that Stryker provides a product which facilitate the City goals of getting the customer to success as related to safety for the patients, transfer/transport efficiency, and ease of use of the gurney. SFD medic personnel experienced several mechanical issues with the Ferno gurneys.
- D. SMFD and Stryker EMS Medical have both agreed to extend contract pricing and warranty to the SFD.
- E. Staff is seeking Council's approval of the use of the Cooperative Purchasing Contract with SMFD to purchase 20 Stryker Power-Pro XT gurneys, and the service and maintenance agreement. The supplier will also allow for a trade-in allowance for the current inventory of twenty (20) MX Pro Gurneys. For the foregoing reasons including: competitive price, value and safety considerations, it is advantageous to the City to make these purchases through the Cooperative Purchasing Contract with SMFD and Stryker EMS Equipment.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. Approve the utilization of the SMFD's cooperative purchasing agreement for the purchase of 20 Model 6500 Power-Pro XT gurneys and maintenance contract from Stryker EMS Equipment.

Section 2. Approve the sale and trade-in of the City's current gurney inventory to Stryker EMS Medical to offset the total purchase cost.

Section 3. The City Manager or authorized designee is hereby authorized to execute the necessary purchases with Stryker EMS Equipment, 5432 Leader Avenue, Sacramento, CA 95841, (916) 806-3377, in an amount not to exceed \$250,000 through December 31, 2007.

**Exhibit A-List of vendor prices for commodities**

Part #	Item	Company	Regular Price	Discounted Price
	POWER-PRO XT with specified accessories which includes:			
6500		Stryker	\$11,607.00	\$10,308.80
6082-502-010	Dual adjustable wheel lock	Stryker	\$90.00	included
6500-060-000	24V DeWalt Battery (extra)	Stryker	\$195.00	included
6500-215-000	3 Stage IV Pole (patient right)	Stryker	\$273.00	included
6500-147-000	Equipment hook	Stryker	\$45.00	included
6500-700-011	Fowler Oxygen Bottle Holder	Stryker	\$207.00	included
6500-130-000	Pocketed Back Rest Pouch	Stryker	\$205.00	included
6500-128-000	Head End Storage Flat	Stryker	\$110.00	included
6500-160-000	Base Storage Net	Stryker	\$154.00	included
		<b>TOTALS:</b>	<b>\$12,886.00</b>	<b>\$10,308.80</b>
		Savings per gurney:		<b>\$2,577.20</b>
	POWER-PRO XT with specified accessories which includes:			
6500		Moore Medical	\$11,905.00	\$11,905.00
			not available	not available
6082-502-010	Dual adjustable wheel lock	Moore		
6500-060-000	24V DeWalt Battery (extra)	Moore	\$200.00	\$200.00
6500-215-000	3 Stage IV Pole (patient right)	Moore	\$280.00	\$280.00
6500-147-000	Equipment hook	Moore	\$41.99	\$41.99
			not available	not available
6500-700-011	Fowler Oxygen Bottle Holder	Moore		
6500-130-000	Pocketed Back Rest Pouch	Moore	\$211.00	\$211.00
6500-128-000	Head End Storage Flat	Moore	\$113.00	\$113.00
6500-160-000	Base Storage Net	Moore	\$158.00	\$158.00
		<b>TOTALS:</b>	<b>\$12,908.99</b>	<b>\$12,908.99</b>
	POWER-PRO XT with specified accessories which includes:			
6500		Boundtree	Refer to Stryker for prices.	
6082-502-010	Dual adjustable wheel lock	Boundtree	Refer to Stryker for prices.	
6500-060-000	24V DeWalt Battery (extra)	Boundtree	Refer to Stryker for prices.	
6500-215-000	3 Stage IV Pole (patient right)	Boundtree	Refer to Stryker for prices.	
6500-147-000	Equipment hook	Boundtree	Refer to Stryker for prices.	
6500-700-011	Fowler Oxygen Bottle Holder	Boundtree	Refer to Stryker for prices.	
6500-130-000	Pocketed Back Rest Pouch	Boundtree	Refer to Stryker for prices.	
6500-128-000	Head End Storage Flat	Boundtree	Refer to Stryker for prices.	
6500-160-000	Base Storage Net	Boundtree	Refer to Stryker for prices.	
		<b>TOTALS:</b>	Refer to Stryker for prices.	

**Exhibit B - Letter of Authorization to Piggyback SMFD's Contract**

AUG-25-2007 09:13

SAC METRO FIRE DISTRICT

916 566 4200 P.02



DON METTE  
Fire Chief

**Sacramento Metropolitan Fire District**

2101 Hurley Way • Sacramento, California 95825-3208 • Phone (916) 566-4000 • Fax (916) 566-4200

August 24, 2007

Leanna Hong-Louie  
Sacramento Fire Department  
3230 J Street  
Sacramento, Ca. 95816

Re: Stryker Gurney Agreement

Dear Ms. Hong-Louie,

The Sacramento Metropolitan Fire District recently purchased 24 Power-Pro XT gurneys from Stryker EMS through a competitive bid process. The agreement included accessories and totaled \$277,424 excluding taxes. In addition to the gurney purchase, Sacramento Metropolitan Fire District also entered into a five-year service agreement with Stryker at a cost of \$31,200.

The Sacramento Metropolitan Fire District is providing this Letter of Authorization for the Sacramento Fire Department to piggyback off the Metro Fire contract with Stryker to purchase the Power-Pro XT gurneys. Please feel free to call me with any questions or concerns regarding our contract with Stryker or this letter of authorization.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephen Cantelma".

Stephen Cantelma  
Assistant Chief / EMS Director  
Sacramento Metropolitan Fire District  
(916) 566-4350

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Serving Sacramento and Placer Counties

**Exhibit C-SMFD Fireboard consent to purchase Stryker gurneys**

**CONSENT AGENDA:**

- 1. **Board Meeting Action Summary—May 10, 2007**
- 2. **Authorized District Signatory List**

- **Board Action:**  
*Lawson/Valley—approve the consent Agenda. Directors Clark, Granados, Jones, Lawson, Valley, AYE. Director Kelly, abstained. Directors Engellenner, Goold, Trujillo, absent. Motion carried.*

**ACTION ITEM(S):**

- 1. **Bid Award—Electric Gurneys and Stair Chairs for Emergency Medical Services—(Cantelme)**
  - In response to a Request for Bids, the following two bids were received:

Ferno	\$230,400
Stryker	\$247,499
  - The bids were evaluated and scored based upon four criteria described in the Request for Proposals, with Stryker EMS Medical accumulating the highest weighted score of 98.6% versus 84% for Ferno.
  - Staff recommended the Board approve the purchase of electric powered gurneys and stair chairs from Stryker EMS Medical for \$247,499.
  - **Board Action:**  
*Granados/Jones—approve the staff recommendation. Directors Clark, Granados, Jones, Kelly, Lawson, Valley, AYE. Directors Engellenner, Goold, Trujillo, absent. Motion carried.*

**Exhibit D – Sacramento Metropolitan Fire District Contract with Stryker**

Jun 15 07 02:41p

Dave Herbers

402-483-2896

p.1

**REQUEST FOR FORMAL BID TO THE  
SACRAMENTO METROPOLITAN FIRE DEPARTMENT**

This is an amendment ("Amendment") to the Sacramento Metropolitan Fire Department Request for Formal Bid for Electric Gurneys and Stair Chairs for Emergency Medical Services (the "Bid"). All terms not defined herein shall have the definition as set forth in the Bid.

WHEREAS, Proposer and Sacramento Metropolitan Fire Department desire to amend the Bid in order to comply with specific terms and conditions as set forth in this Amendment; and

WHEREAS, Sacramento Metropolitan Fire Department acknowledges that if the Bid is accepted, this Amendment will amend the Bid.

NOW THEREFORE, Proposer and Sacramento Metropolitan Fire Department agree as follows:

1. The words "and for consequential damages or losses" are deleted from the sixth and seventh line of Section 2.3.2 of Appendix 2.
2. The words "or alleged" are deleted from the seventh line of Section 2.3.2 of Appendix 2.
3. The following sentence is inserted after the last sentence of Section 2.7.2 of Appendix 2, "Proposer's maximum liability hereunder for any such liability, obligation, loss, damage, claim, cost or deficiency will not exceed two million dollars (\$2,000,000)."
4. Section 2.7.3 of Appendix 2 is deleted in its entirety.
5. The words "or an alleged infringement" are deleted from the fourth and fifth lines of Section 2.15.3 of Appendix 2.
6. The word "reasonably" is inserted before the word "satisfactory" of the fifth line of Section 2.16.2 of Appendix 2.
7. The words "satisfactory to the Sacramento Metropolitan Fire District's General Counsel" are deleted from the second and third line of Section 2.25.1 of Appendix 2 and are replaced with the words "with an A.M. Best's rating of at least A- / VIII".
8. The sentence "Alternatively, the Proposer may maintain such coverage under a Business Automobile insurance policy that provides the required limits." is inserted at the end of Section 2.25.1 a) iv) of Appendix 2.
9. The words "The said insurance policies shall include a provision for the Sacramento Metropolitan Fire District to be given" are deleted from the first and second line of Section 2.25.2 of Appendix 2 and are replaced with the words "The Proposer covenants and agrees that Proposer's insurance agent or broker will provide the Sacramento Metropolitan Fire District with".
10. The word "reasonably" is inserted before the word "satisfactory" in the first line of Section 2.25.3 of Appendix 2.
11. The word "reasonably" is inserted before the word "satisfactory" of the second line of Section 2.26.1 of Appendix 2.
12. Any references to "F.O.B. Destination" within the Bid are replaced with "F.O.B. Origin, provided that Proposer will pay all freight and shipping costs."

Jun 15 07 02:41p Dave Herbers

402-483-2896

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13. **Miscellaneous.** The Parties restate all other provisions of the Bid and agree that all such provisions remain in effect. If there is any conflict between the provisions of this Amendment and the provisions of the Bid, the provisions of this Amendment shall control.

14. **Effective Date.** The effective date of this Amendment is the date that the Sacramento Metropolitan Fire Department accepts the Bid.

\*\*\*

The parties have executed this Amendment as of the date that the Sacramento Metropolitan Fire Department accepts the Bid.

STRYKER MEDICAL DIVISION OF STRYKER CORPORATION

By: [Signature]

Print Name: Dave Herbers

Title: Region Manager

SACRAMENTO METROPOLITAN FIRE DEPARTMENT

By: [Signature]

Print Name: Richard P. McQuinn

Title: General Counsel





**Exhibit G – SFD Maintenance/Service Quote from Stryker**



Please return to: **Terri Peterman**  
 Sr. Field Service Specialist  
 3800 East Centre Avenue  
 Portage, MI 49002  
 Phone (800) 669-4968 x6536  
 Fax (269) 329-2216  
 terri.peterman@stryker.com  
 www.strykermedical.com

July 10, 2007  
 City of Sacramento Fire Department  
 1061452  
 3230 'J' Street  
 Sacramento, CA 95816

Mr. Joe Jackson  
 Assistant Chief  
 Phone (916) 264-8100  
 Fax () -

Dear Assistant Chief Jackson,

Thank you for your interest in *Stryker Medical's Service Contract Program*. We have a variety of Service Contract options to meet the specific needs of your facility:

<b>Service Agreement Options</b>	<b>GOLD</b>	<b>SILVER</b>	<b>PM</b>
Annually scheduled preventive maintenance	X	X (EMS ONLY)	X
All parts	X	X	
All labor and travel	X	X	
Unlimited emergency service calls	X	X	
Priority one contact: two hour phone response	X	X	
Most repairs completed within 3 business days	X	X	
JCAHO documentation	X	X	X
On-site record of PM & emergency service	X		X
Factory-trained Stryker service technician	X	X	X
Stryker authorized parts used	X	X	X
Service during regular business hours (8-5)	X	X	X

\*\*Does not include any disposable items, I.V. poles (except for Stryker HD permanent poles), docker cables, mattresses, batteries and abuse.

**NOTE: Two (2) PM's apply for all EMS Products on a Gold Contract**  
**One (1) PM applies only for EMS Products on a Silver Contract**  
**PM's do not apply for Beds & Stretchers on a Silver Contract**



**A SERVICE CONTRACT HELPS TO:**

- Ensure equipment reliability
- Stabilize maintenance budgets
- Diminish equipment downtime
- Establish documentation for JCAHO
- Increase product life
- Enhance trade-in value
- Address risk management and safety

<b>Stryker Medical Gold / PM Only Program - City of Sacramento Fire Department</b>						
<b>Effective Dates: for five (5) years beginning at time of delivery</b>						
<i>Pricing is determined by age, location, model, and condition of product</i>						
<u>QTY</u>	<u>Model</u>	<u>Serial #</u>	<u>Dept</u>	<u>Wty</u>	<u>Unit Price</u>	<u>Ext Price</u>
20	6500	to be purchased	EMS	PM Only	\$150.00	\$3,000.00
<b>20</b>	Units for Year 1 Investment on PM Only Program at:					<b>\$3,000.00</b>
20	6500	to be purchased	EMS	PM Only	\$150.00	\$3,000.00
<b>20</b>	Units for Year 2 Investment on PM Only Program at:					<b>\$3,000.00</b>
20	6500	to be purchased	EMS	Gold	\$400.00	\$8,000.00
<b>20</b>	Units for Year 3 Investment on Gold Program at:					<b>\$8,000.00</b>
		Volume Discount			20%	\$1,600.00
	<b>YEAR 3 INVESTMENT for Gold Program</b>					<b>\$6,400.00</b>
20	6500	to be purchased	EMS	Gold	\$400.00	\$8,000.00
<b>20</b>	Units for Year 4 Investment on Gold Program at:					<b>\$8,000.00</b>
		Volume Discount			20%	\$1,600.00
	<b>YEAR 4 INVESTMENT for Gold Program</b>					<b>\$6,400.00</b>
20	6500	to be purchased	EMS	Gold	\$450.00	\$9,000.00
<b>20</b>	Units for Year 5 Investment on Gold Program at:					<b>\$9,000.00</b>
		Volume Discount			20%	\$1,800.00
	<b>YEAR 5 INVESTMENT for Gold Program</b>					<b>\$7,200.00</b>
<b>TOTAL FIVE (5) YEAR INVESTMENT FOR GOLD / PM ONLY PROGRAM:</b>						<b>\$26,000.00</b>
<b>Pricing is firm for a period of 30 days</b>						

Stryker Service agrees to service the equipment listed on this Agreement.  
 This Agreement shall be effective *for five (5) years beginning at time of delivery.*

**\*PLEASE FAX OR MAIL THE PROPOSAL DOCUMENTS AND A COPY OF THE PO TO STRYKER\***

Fax number: (269) 329-2216

*Terri Peterman*  
 Terri Peterman - Sr. Field Service Specialist \_\_\_\_\_ Customer Signature

07/10/07 \_\_\_\_\_  
 Date Offered \_\_\_\_\_ Date Accepted

Billing option: ANNUAL or MONTHLY \_\_\_\_\_  
 P.O. NUMBER (PLEASE INCLUDE HARD COPY)



**STRYKER MEDICAL SERVICE TERMS AND CONDITIONS**

The following terms and conditions shall apply throughout the term of this Service Contract (the "Agreement"), as more particularly set forth on the foregoing page 2 of this Agreement.

**1a. GOLD - PREVENTATIVE MAINTENANCE EXTENDED WARRANTY AGREEMENT (if applicable)**

Price includes labor and all parts associated with both annual preventative maintenance and unscheduled service calls, travel charges, and JCAHO equipment checklists. Replacement parts do not include mattresses, batteries, probes and other disposable or expendable parts. Replacement parts damaged by misuse or abuse are not covered under this Agreement. If EMS, two preventative maintenance calls are included in an annual agreement.

**1b. SILVER - EXTENDED WARRANTY AGREEMENT (if applicable)**

Price includes all Parts, Labor & Travel associated with unscheduled service calls, equipment checklists, JCAHO documentation. Replacement parts do not include mattresses, batteries, probes and other disposable or expendable parts. Replacement parts damaged by misuse or abuse are not covered under this Agreement. If EMS, one preventative maintenance call is included in an annual agreement.

**1c. PM ONLY - INITIAL REPAIRS (if applicable)**

Price includes scheduled preventative maintenance only to such equipment listed. This Agreement shall be applicable only to such equipment as listed, which has been determined by Stryker Medical's Service Representative to be in good operating condition upon his/her initial inspection thereof. If initial repairs are required to put "out of warranty" equipment in good operating condition, the cost of such initial repairs will be separately invoiced at Stryker Medical's then current hourly labor rate plus parts at Stryker Medical's then current list price.

**2. INITIAL REPAIRS**

This Agreement shall be applicable only to such equipment as listed on page 2 of this Agreement (the "Equipment"), which has been determined by Stryker Medical's Service Representative to be in good operating condition upon his/her initial inspection thereof. If initial repairs are required to put "out of warranty" equipment in good operating condition, the cost of such initial repairs will be separately invoiced at Stryker Medical's then current hourly labor rate plus parts at Stryker Medical's then current list price.

**3. ADVANCE NOTIFICATION**

Maintenance Service calls will be scheduled annually once a year (or twice a year if Ambulance Cots GOLD Program) at a mutually agreed upon time between CUSTOMER and Stryker Medical. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any Maintenance Service calls which are not done as part of the once a year maintenance program will be at the expense of the CUSTOMER. Such arrangements will include travel and other special charges at Stryker Medical's then current rates. Any Maintenance Service call scheduled outside of Stryker Medical's normal working hours will carry an additional charge.

**4. SERVICE CALL ACTIVITY**

On each scheduled service call, Stryker Medical's Service Representative will inspect and adjust each available item of Equipment as required in accordance with Stryker Medical's then current maintenance procedures for said Equipment. The maintenance services will be performed annually each year. Stryker may amend this Agreement if there are any discrepancies on the number of inspections, price, equipment, or location.

**5. SERVICE INVOICING**

Invoices will be sent on the agreed upon payment method (monthly or annual). All prices are exclusive of taxes. All taxes, when applicable, will appear as separate items on Stryker Medical's invoice. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.

Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker Medical reserves the right, with no liability to Stryker Medical, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Medical or any of its affiliates.

**6. PRICE CHANGES**

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement. And will continue in effect throughout the duration of Agreement. Please be advised of the following Stryker Service pricing charged on a time and materials basis:

**BED/STRETCHER PRODUCTS = Labor @ \$125 per hour, Travel @ \$110 per hour (portal to portal) - Parts per quote + shipping.**  
**EMS PRODUCTS = Labor @ \$100 per hour, Travel @ \$100 per hour (portal to portal) - Parts per quote plus shipping**

**7. OPERATION MAINTENANCE**

Stryker Medical service is ancillary to and not a complete substitute for the requirements of users to adhere to the routine maintenance instructions provided by Stryker Medical, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

**8. SERVICE EXCLUSIONS**

Notwithstanding any other provision of the Agreement, this Service does not include repairs to mattresses, broken I.V. poles, or any other service made necessary by abuse, misuse, negligence, accident, catastrophe, act of God or any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker Medical personnel.

**9. WARRANTY LIMITATIONS**

During the term of this Agreement, Stryker Medical will maintain the Equipment in good working condition during Stryker Medical's normal working hours. There are no express or implied warranties by Stryker Medical other than the warranties hereinabove described with respect to the Equipment. Stryker Medical makes no warranty of merchantability or fitness for a particular purpose with respect to the Equipment or parts thereof. Stryker Medical's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker Medical be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker Medical's liability to third parties resulting from the sole negligence of Stryker Medical as determined by a court of law.

**10. EQUIPMENT SCHEDULE CHANGES**

During the term of the Agreement and upon Stryker Medical's written consent, which will not be unreasonably withheld, additional equipment may be included in this Agreement. All additions are subject to the terms and conditions contained herein. Stryker Medical shall adjust the charges and modify the Agreement to reflect the additions.

**11. ACCEPTANCE-LENGTH OF AGREEMENT**

To receive the desired service, on the terms described herein, please indicate CUSTOMER's acceptance by signing this Agreement where indicated on page 2 hereof and returning to Stryker Medical all copies of the Agreement within thirty (30) days of the DATE OFFERED date indicated on page 2 of this Agreement. This Agreement can be canceled by either party by giving at least thirty (30) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement set forth on page 2 hereof, CUSTOMER will be charged for the months covered during contract period and for all parts, labor, and travel need to maintain the Equipment during the Agreement period with no early cancellation penalties.

**12. PERFORMANCE EXCLUSIONS**

Service and articles delivered by Stryker Medical hereunder shall be subject to and conditional upon floods, strikes, other labor disturbances (regardless of the reasonableness of the demands of labor), riots, fires, accidents, wars (present and future), embargoes, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government or any other cause (whether similar or dissimilar to the foregoing) beyond Stryker Medical's reasonable control.

**13. SEVERABILITY OF PROVISIONS**

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement.

**14. GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

*CORRECTED COPY*

DEPARTMENT OF DEFENSE  
MILITARY ENTRANCE PROCESSING STATION  
3870 ROSIN COURT  
SACRAMENTO, CA. 95834

ORDERS: 722809

16 August 2007

To: Ferguson, Michael A., 554-67-5867, SGT, ARNG  
9661 Flame Tokay Wy  
Elk Grove, CA 95624

With consent of the Governor of CALIFORNIA, you are ordered to initial active duty for training (IADT) for Warrior Transition Course (WTC) under 10 USC 12301. Upon completion of the training period shown below, unless sooner relieved or extended by proper authority, you will return to your home. Transportation of dependents and shipment of household goods are not authorized. Proceed from your home address and report to this MEPS no later than 0530 on 18 September 2007 and then:

Report to: 95th Adjutant General Battalion, Ft Sill, OK  
Report Date: 19 September 2007  
Training period: Approx 06 weeks or completion Warrior Transition Course (WTC).  
Military Occupational Specialty or (MOS): 68W20 Alternate MOS: N/A  
Pay Entry Basic Date or (PEBD): 17 MAR 04

Acct clas, tvl: 2172060 & 2182060 18-0099 P1D31 . 0200-21T1/21T2 PRTF S44222  
Pay & alw: 2172060 & 2182060 18-0099 P1D31 . 0200-1198/1199 PRTF S44222  
Clothing: 2172060 & 2182060 18-1004 P1D34 . 0200-26FU PRTF S04376

FOR THE COMMANDER:

\*\*\*\*\*  
\* OFFICIAL COPY \*  
\* DEPARTMENT OF DEFENSE \*  
\* SACRAMENTO MEPS \*  
\*\*\*\*\*

DISTRIBUTION:  
SGT Ferguson (1)  
AG Bn (rcpt) Ft Sill, OK (7)  
CO C 1-168 ASLT HEL, WPFECO,  
3754 Femoyer St, Mather, CA 95655(3)  
California ARNG guidance counselor (3)  
Travel Section (1)  
File (1)

NAYDA CONCINA BATES  
CPT, USA  
Operations Officer