

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-356

SAP Number

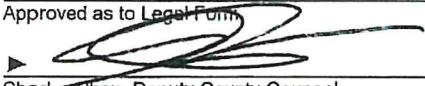
Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>DePuy Synthes Sales, Inc. DBA</u> <u>DePuy Synthes Power Tools</u>
Contractor Representative	<u>Kevin Sullivan</u>
Telephone Number	<u>951-741-7016</u>
Contract Term	<u>One-time Equipment Purchase with</u> <u>One-Year Service Warranty</u>
Original Contract Amount	<u>\$151,020 plus applicable sales tax</u> <u>and freight costs</u>
Amendment Amount	<u>\$</u>
Total Contract Amount	<u>\$151,020 plus applicable sales tax</u> <u>and freight costs</u>
Cost Center	<u></u>

Briefly describe the general nature of the contract: Agreement with DePuy Synthes Sales, Inc. DBA DePuy Synthes Power Tools for the purchase of Anspach EG1 High Speed Electric Drills in the amount of \$151,020, plus applicable sales tax and freight costs, to include one-year service warranty.

FOR COUNTY USE ONLY

Approved as to Legal Form


Charles Phan, Deputy County Counsel

Date 5/12/2022

Reviewed for Contract Compliance

▶

Date _____

Reviewed/Approved by Department


William L. Gilbert, Director

Date 5/13/22

QUOTATION

Prepared For:

SAN BERNARDINO COUNTY ON BEHALF OF (5742)
 ARROWHEAD REGL MEDCL CTR
 400 N PEPPER AVE, COLTON, CA 92324
 United States of America

Quotation : 251005050-B
Date : 03/10/2022

Sales Person: KEVIN SULLIVAN

Incoterms **Payment Terms**
 FOB DESTINATION Net 60 days

PLEASE REMIT TO: J & J HEALTH CARE SYSTEMS, INC., 5972 COLLECTIONS CENTER DRIVE, CHICAGO, IL, 60693

Material No.	Description	Qty	Sell Price(\$)	Total(\$)
EG1A	HIGH SPEED ELEC G1 HANDPIECE AIR COOLED	6	13,020.94	78,125.64
SC3001	CONSOLE, ELECTRIC, WITHOUT IRRIGATION	3	7,908.64	23,725.92
E-FP	ELECTRIC SYSTEMS FOOT CONTROL	3	1,273.19	3,819.57
G1-BSKT-BTM	G1 CLEANING & STERIL BSKT - BOTTOM	6	367.12	2,202.72
G1-BSKT-INS	G1 CLEANING AND STERIL BSKT - INSERT	6	538.96	3,233.76
G1-BSKT-LID	G1 CLEANING AND STERIL BSKT - LID	6	144.08	864.48
G1-BSKT-SLV	SLEEVE, G1 CLEANING AND STERIL BSKT	6	46.87	281.22
SHORT-G1	5 CM SHORT ATTACHMENT	6	441.32	2,647.92
MEDIUM-G1	8CM MEDIUM ATTACH	6	449.13	2,694.78
LONG-G1	11CM LONG ATTACH	6	492.09	2,952.54
SHORT-HD-G1	5 CM HEAVY DUTY SHORT ATTACHMENT	6	480.38	2,882.28
MEDIUM-HD-G1	8 CM HEAVY DUTY MEDIUM ATTACHMENT	6	492.09	2,952.54
LONG-HD-G1	12.4 CM HEAVY DUTY LONG ATTACHMENT	6	535.05	3,210.30
CRANI-A-G1	ADULT CRANIOTOME	6	554.58	3,327.48
CRANI-P-G1	PEDIATRIC CRANIOTOME	6	609.26	3,655.56
CRANI-L-G1	ADULT CRANIOTOME, LARGE	1	578.01	578.01
MA-D20-G1	MINIMAL ACCESS DRIVER, ANGLED	1	2,425.32	2,425.32
MA-15C	BEARING SLEEVE, 15CM CURVED	2	406.17	812.34
CSR60-G1	PERFORATOR DRIVER, 60:1 RATIO	2	4,803.77	9,607.54
TRADEOUT-EMOTOR	6-EMAX2PLUS MOTOR ONLY TRADEOUT	1	0.00	0.00

To accept this offer, sign the signature block on the last page of the quotation. Email purchase order and all pages of the quotation to DL-DPYUS-PTquot@ITS.JNJ.COM

Total (\$): 149,999.92
Freight (\$): 1,020.00

Date: 03/10/2022

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400 N PEPPER AVE, COLTON CA 92324-1801

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Grand Total (\$): 151,019.92

Approximate value for Sales Tax and Freight are listed and will be invoiced accordingly at time of order.

All prices and discounts are based off of current list prices and are subject to change. Submission of a Purchase Order shall be confirmation of Customer's acceptance of the terms and conditions outlined herein.

Where the terms of this Quotation and a prior executed active Agreement or submitted Customer Purchase Order conflict, the terms of the Quotation shall govern.

Line items reflected in this quotation, include the trade-in credit of \$72,360.00

Trade-in Terms and Conditions

Included in the Net Total on this quotation is a trade-in value of \$72,360.00 that has been applied for the trade-in of (6) Emax2Plus handpieces. A Trade-in credit has been applied to this quotation. The Customer will trade in the equipment set forth on the Trade In Table below (the Trade Equipment). The parties represent that the credit for the Trade Equipment is consistent with fair market value. Notwithstanding the foregoing, in the event that the fair market value determination is subsequently determined to be incorrect and the consideration paid by the Company was in excess of fair market value of the Trade Equipment, the Customer will remit the difference to the Company. The Customer represents and warrants that it has good and marketable title to the Trade Equipment, free and clear of all encumbrances and that the Trade Equipment will remain free and clear of all encumbrances and in good working order (ordinary wear and tear excepted) until title and possession is transferred to Company. The Customer must deliver each item of Trade Equipment to Company no later than 30 days following the delivery of the corresponding piece of equipment being purchased hereunder as indicated on the Quotation above (the New Equipment). For and in consideration of the sum of the credit indicated on the Trade In Table below, to be issued solely in the form of a credit applied to the price of the corresponding piece of New Equipment, the Customer hereby sells, transfers and assigns to Company the Customer's right, title and interest in the Trade Equipment as of the date that the possession is transferred to Company. If a piece of Trade Equipment is not returned within the required timeframe, the Customer will be invoiced for the amount of the credit received for that equipment. Trade Equipment will not be returned to the Customer, even if the Customer returns the corresponding New Equipment. All Trade Equipment delivered to Company must be properly cleaned and sterilized prior to shipping. The Customer is responsible for complying with the privacy laws around securing and protecting patient data. The Customer hereby agrees to indemnify Company for any damage resulting from breach of this section.

TRADE IN DETAILS:

Trade Equipment: Emax2Plus Handpiece

Quantity: (6)

Credit: \$12,060.00 each

New Equipment: EG1A

Total Trade-In Credit: \$72,360.00

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PLEASE REMIT TO: J & J HEALTH CARE SYSTEMS, INC., 5972 COLLECTIONS CENTER DRIVE, CHICAGO, IL, 60693

TERMS AND CONDITIONS

Quotation: Effective for 90 days from date of this quotation. Applicable shipping charges and taxes are not included in the above pricing. (Unless otherwise noted, all prices are in US dollars.)

Terms: Net 60 days, F.O.B. Destination. Please remit payment(s) to DePuy Synthes Sales, Inc. P.O. Box 744791, Atlanta, Georgia 30374-4791. Shipping charges are added as a separate item on the invoice.

Warranty

DePuy Synthes Sales, Inc., d/b/a DePuy Synthes Power Tools business line ("DSPT"), warrants this product is free of defects in workmanship and material for a period of one (1) year after date of invoice if used and maintained in accordance with manufacturer's instructions. DSPT reserves the right to invalidate this warranty if (a) the product was abused or misused, (b) the product was lab equipment (labeled EDU-Not for Human Use), (c) any entity other than DSPT attempted repair or modification to the product, (d) the product is used with components not manufactured by DSPT or its affiliate, (e) the product is used with components, accessories, or dissection tools reprocessed by other than DSPT or its affiliate, or (f) shipping damage occurred between your facility and DSPT. The obligation of DSPT under this warranty shall be limited to repair or replacement of product as determined by DSPT in its sole discretion. Any replacement product will be factory certified refurbished or new and will have a different serial number than the covered product. Any replacement parts will be new or rebuilt original equipment manufacturer's parts. Any repaired or replacement product will continue to be covered under this warranty for the remaining term of the one (1) year period.

Notwithstanding the foregoing, the Batteries for the DePuy Synthes Power product lines and the Piezoelectric System are eligible for warranty replacement for only the one (1) year period after date of invoice and are non-repairable. Batteries for the DePuy Synthes Power product lines and the Piezoelectric System may be returned to DSPT for testing during that one (1) year period.

Minimal Access Attachment Bearing Sleeves and all Power Equipment disposable accessories (including bits and blades, dissection tools, irrigation tubing, Super Suckers, and Bone Collectors) are excluded from the warranty.

This warranty is not transferable or assignable from the original purchaser of the product.

To initiate service under this warranty an RMA number must be obtained by calling DSPT at 800-327-6887 from 8:30 AM to 5:30 PM, EST, Monday through Friday (excluding holidays). You must provide the Product Name, Description and Serial Number/Batch or Lot Number of the covered product, and your shipping address, and contact name and telephone number. In addition, if a loaner or replacement item is to be shipped by DSPT, you must provide a no-charge purchase order. The shipping container must be clearly identified with the RMA number provided by DSPT and a packing list. Standard shipping charges may apply.

DSPT reserves the right to discard or otherwise dispose of any item returned to DSPT that is not eligible for repair or replacement without prior notification.

If you receive loaner or replacement product under this warranty, the covered product must be returned to DSPT within ten (10) business days of your receipt of the loaner or replacement product. DSPT will notify you if it determines that the covered product is not repairable, or not eligible for repair or replacement, and you must return the loaner or replacement product, as applicable, to DSPT within ten (10) business days of the notice. If you do not return the covered, loaner or replacement product within the applicable period, you will be deemed to have made the decision to purchase the loaner or replacement product, as applicable, at 50% of the list price in effect at that time for that product with payment due net 30 days from the date of invoice.

Any product or component returned for servicing or repair must be properly cleaned and sterilized prior to shipping.

Confidentiality. Pricing and terms of this Quotation are confidential and not to be disclosed to any third party, except where required by law. DSPT recognizes Customer's obligations under California Government Code §§6250 - §6256.48. to disclose records upon request. Likewise, the Customer acknowledges DSPT's assertion that the pricing data contained within this Quotation may be a trade secret as defined in California Civil Code §3426.1(d) and therefore exempt from disclosure in accordance with California Government Code §6254 (k). As a result, Customer agrees to provide DSPT with notice of a requested disclosure prior to any disclosure to enable the Company to seek legal recourse to protect its trade secrets.

Transmissible Spongiform Encephalopathies (TSE).

Return of any product to DSPT constitutes a representation and warranty that you have in place and enforce a policy and procedure regarding the treatment and disposal of material which has a reasonable suspicion of coming in contact with Transmissible Spongiform Encephalopathies/Creutzfeldt-Jakob disease (TSE/CJD). You must not send any material which has a reasonable suspicion of coming in contact with TSE/CJD to DSPT.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES THAT EXTEND BEYOND THE FOREGOING DESCRIPTION INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO GIVE OR MAKE ANY OTHER REPRESENTATION OR WARRANTY OR TO MODIFY THIS WARRANTY IN ANY WAY.

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ARROWHEAD REGL MEDCL CTR
400 N PEPPER AVE, COLTON CA 92324-1801

Quotation : 251005050-B
Date : 03/10/2022

PLEASE REMIT TO: J & J HEALTH CARE SYSTEMS, INC., 5972 COLLECTIONS CENTER DRIVE, CHICAGO, IL, 60693

Return Goods Policy: Requests for return of unused goods shall be made only upon issuance of a return authorization number from DSPT and shipment of the product to DePuy Synthes Product for which a return authorization number is obtained shall be shipped to DSPT by common carrier. Product returned without a return authorization number shall not be accepted, and all costs associated with such unauthorized returns shall be borne by Customer.

Issuance or receipt of a return authorization number does not constitute credit authorization. The amount of credit, if any, will be determined following product receipt and inspection. Standard products are returnable for credit within 90 days of original invoice date under the following conditions: All returned items must be products currently sold by DSPT and all returned items must be in unopened and undamaged original packaging. All returns after 30 days from date of invoice are subject to a restocking fee of 15%.

In-Service Training: Provided by your local DePuy Synthes Representative. A C.E.U. accredited instructional course for O.R. staff is also available upon request at our facility in Palm Beach Gardens, Florida.

Government Program Participation. The Company represents that it is not and at no time has been convicted of any criminal offense related to health care and it has not been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. The Customer represents that neither it nor any Participant has been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that each is eligible to participate in the foregoing programs. If either party or any Participant is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of this agreement, then such party (or the Customer in the case of a Participant) will notify the other party of that event within 30 days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this agreement or any Participant effective upon written notice to the other party.

Audit. In order to verify that the Customer and each Participant has complied with its obligations under this agreement, the Company may audit all relevant books and records of the Customer and each Participant. Audits will be on reasonable notice, during regular business hours and limited to one in any 12-month period. Unless in response to a governmental investigation, audits will be limited to the purchases of Products within three years prior to the date of the audit request.

This Agreement shall be governed by and construed according to the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

Severability. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is held invalid, illegal, or enforceable, the validity, legality, and enforceability of the remaining provisions shall remain in effect.

Compliance with Law. In performing their obligations under this agreement, the Company, the Customer and each Participant shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws

Indemnity. (a) The Company will defend and indemnify the Customer for losses arising from any claim made by any person or entity, other than the Customer, alleging that (i) use of any Product resulted in bodily injury (including death) or property damage to the extent such claims arise out of design, manufacturing or material defects in Products and provided that the Product was used in accordance with Company approved labeling, (ii) any Product infringes the intellectual property right of any other person or entity, or (iii) any conduct of Company or its employees or agent caused the personal injury (including death) or property damage of a third-party. For purposes of this provision only, the term "agent" refers to any individual, including any subcontractor, performing services within the scope of this Agreement on behalf of the Company.

(b) It is a condition to the Company's indemnification obligations that the Customer notify the Company promptly of that claim. However, Customer's failure to provide or delay in providing such notice will relieve Company of its obligations only if and to the extent that such delay or failure materially prejudices the Company's ability to defend such lawsuit or claim. Further, Customer will permit the Company to control the litigation and settlement of that claim, and reasonably cooperate with the Company in all matters related thereto, including by making its documents, employees, and agents available as reasonably necessary.

(c) The Company will not be required to indemnify the Customer with respect to: any claim arising out of the sole negligence or willful misconduct by the Customer; use of a Product by any person or entity other than in accordance with its labeling, misuse or alteration of any Product; or material breach by the Customer of its obligations under this agreement. (d) The Company may not settle any claim without the written consent of the Customer unless there is no finding or admission that the Customer has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the Company pays in full. (e) This provision shall survive termination or expiration of the Agreement.

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ARROWHEAD REGL MEDCL CTR
400 N PEPPER AVE, COLTON CA 92324-1801
DSPT shall comply with the insurance requirements set forth in Attachment A.

Quotation : 251005050-B
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Dispute Resolution. (a) Any controversy or claim arising out of or relating to this agreement (including without limitation any controversy or claim involving the parent company, subsidiaries, or affiliates under common control of the Company and Customer (a "Dispute"), shall, upon mutual consent of the parties, which will not be unreasonably withheld, first be submitted to mediation according to the Mediation Procedures of the International Institute for Conflict Prevention & Resolution ("CPR") (see www.cpradr.org). Such mediation shall be attended on behalf of each party for at least one session by a senior business person with authority to resolve the Dispute. Any period of limitations that would otherwise expire between the initiation of a mediation and its conclusion shall be extended until 20 days after the conclusion of the mediation. Engaging in mediation will not preclude a party from seeking interim or provisional relief necessary to protect the rights or property of that party. By so doing, such party does not waive any right or remedy under this agreement.

Except for actions for equitable relief, or for infringement of intellectual property, or for enforcement of provisions of this section or for any dispute concerning an amount of less than \$10,000, any Dispute that cannot be resolved by mediation within 45 days of notice by one party to the other of the existence of a Dispute (unless the parties agree to extend that period) shall be resolved by arbitration by the American Health Lawyers Association ("AHLA") Dispute Resolution Services and conducted in accordance with the AHLA Rules of Procedure in effect at the time of the arbitration. The arbitrator, by accepting appointment, undertakes to exert best efforts to conduct the process so as to issue an award within eight months of her or his appointment, but failure to meet that timetable shall not affect the validity of the award. All aspects of any mediation and arbitration will be kept confidential, except where disclosure is required by law.

(c) The arbitration must be conducted in San Bernardino County, California by one arbitrator mutually agreed upon by the parties. The arbitrator must interpret any dispute arising out of or relating to this agreement in accordance with the laws of California, without giving effect to its choice of law principles.

(d) THE ARBITRATOR WILL NOT AWARD PUNITIVE, COVER, EXEMPLARY, MULTIPLIED, INDIRECT, CONSEQUENTIAL, OR LOST PROFITS/REVENUES DAMAGES, OR CONSEQUENTIAL DAMAGES, PREJUDGMENT INTEREST OR ATTORNEYS' FEES OR COSTS, EXCEPT AS MAY BE REQUIRED BY STATUTE AND EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO SEEK OR COLLECT ANY SUCH DAMAGES, PREJUDGMENT INTEREST, FEES OR COSTS IN ARBITRATION OR ANY JUDICIAL PROCEEDING. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.

(e) Any arbitration award, order, or judgment will be final and may be entered in any court of competent jurisdiction. However, the arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

Each party is signing this agreement as of the date stated below its signature. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed agreement upon request.

Signature block containing fields for 'The Company' (DePuy Synthes Power Tools) and 'The Customer' (San Bernardino County on behalf of Arrowhead Regional Medical Center). Includes signatures of Adam Hill and Curt Hagman, their names and titles, and dates (5/12/2022 and MAY 24 2022).

This is not a bill. Do not submit payment based on this document. Pricing and terms per contract. Otherwise list price & standard terms of sale apply. Note: Pricing is subject to change without notice, after the validity date above. Fees, freight and taxes will be applied when

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ARROWHEAD REGL MEDCL CTR

400 N PEPPER AVE, COLTON CA 92324-1801

ordered & invoiced. Want an easier way to check order status, view pricing and account history?

Log On to <https://us.jjcustomerconnect.com> 24 hours a day, 7 days a week

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY TRADE SECRETS OF JOHNSON & JOHNSON HEALTH CARE SYSTEMS INC. ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE PRIOR WRITTEN CONSENT OF JOHNSON & JOHNSON HEALTH CARE SYSTEMS INC., EXCEPT WHERE SUCH DISCLOSURE IS REQUIRED BY LAW.

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONEL BERNARDINO
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy



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ATTACHMENT A

Without waiving the indemnity provided herein and in addition thereto, DSPT agrees to provide insurance set forth in accordance with the requirements herein. If DSPT uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, DSPT agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, DSPT shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$5,000,000 limits covering all persons including volunteers providing services on behalf of DSPT and all risks to such persons under this contract.
 - b. Commercial/General Liability Insurance – DSPT shall carry General Liability Insurance covering all operations performed by or on behalf of DSPT providing coverage for bodily injury and property damage with a limit of \$5,000,000 per occurrence and \$10,000,000 aggregate. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii.
 - iii. Property damage
 - iv. Personal and advertising injury.
 - v. Liability assumed under an insured contract.
 - vi. Bodily injury
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of \$5,000,000 for bodily injury and property damage, per occurrence.
 - d. Product Liability insurance – Product Liability Insurance with a limit of \$10,000,000 each occurrence and \$10,000,000 aggregate.
2. **Additional Insured.** Commercial general liability insurance shall include Customer and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.
3. **Waiver of Subrogation Rights.** Where permitted by law and allowed by insurance, required insurances shall include a provision to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors.
4. **Proof of Coverage.** DSPT shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage upon written request.
5. **Acceptability of Insurance Carrier.** With the exception of product liability (which is insured through a captive insurance company), insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
6. **Failure to Procure Coverage.** In the event that any policy of insurance required under this agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by DSPT or Customer payments to DSPT will be reduced to pay for Customer purchased insurance.

Date: 03/10/2022