



Seattle Children's[®]
HOSPITAL • RESEARCH • FOUNDATION

Request for Proposal

Cath Room Remodels

Seattle Children's Hospital

Date: September 23, 2020

Submission Deadline: October 20, 2020

SEATTLE CHILDREN’S HOSPITAL
REQUEST FOR PROPOSAL (RFP) FOR GOODS AND RELATED SERVICES

1. Introduction. This Request for Proposal (“RFP”) is an invitation to prospective vendors to submit a proposal for the provision of goods and related services.

2. Overview.

2.1 Goods and Related Services. The Seattle Children’s Hospital (“Customer”) is seeking a vendor from which to procure the goods and related services described in Section 6.

2.2 Not Binding. This RFP is a solicitation of bids only and neither the issuance of this RFP nor the submission of a responsive proposal shall create any legal obligations binding on the Customer. Customer reserves the right to accept or reject any or all proposals, to cancel this RFP for any reason or no reason, and to waive compliance with any of the requirements set forth herein. Customer will not be liable under any circumstances for any expenses incurred by any bidder in connection with the RFP proposal submission or selection process.

2.3 Disclosure. Customer reserves the right to disclose the terms of each submitted proposal to its group purchasing organization(s).

3. Contact Information. The Value Analysis Advisor is the point of contact for this RFP. Please direct all communications about this RFP to this contact.

Value Analysis Advisor:	Tim Jones
Email:	TJones@SCH.org
Phone Number:	(480) 784-9295

4. Customer Description. Customer is a Washington nonprofit corporation, which operates an independent children's health system dedicated to improving the health and well-being of children, including providing healthcare services for children and conducting research to improve children’s health. Customer’s principal place of business is located at 321 Campbell Road, Seattle, WA 90801.

5. Current IT Environment. Customer's current Cath information technology (“IT”) environment consists of Canon/Toshiba acquisition modalities, Siemens Sensis hemodynamic post processing sytems, Siemens Syngo PAC’s reporting systems & Siemens MagicLinkA interface servers. The MagicLinkA interface server is responsible for processing all orders and results between the Siemens systems and the Cerner EMR. Acquired Cath images are also sent to a Philips IntelliSpace Cardiovascular PAC’s for long term archive. All radiation dosage acquired on the Canon/Toshiba modalities are sent to both RadiMetrics and a network file share for tracking and long term archive.

For EP, the IT environment consists of a Boston Scientific LabSystem Pro EP recording system. The EP LabSystem Pro system does not have a direct interface with the Cerner EMR. All acquired studies and waveforms are send to a network file share for long term archive. All EP reports are dictated directly in the Cerner EMR.

6. Scope. Customer intends to enter into an agreement with the selected vendor in the form attached as Exhibit A to this RFP (the “Agreement”). Customer intends to purchase the following goods and related services from the vendor pursuant to the terms set forth in the Agreement:

The goods are: the remodel of two (2) Cath Rooms to include the purchase of new equipment. SCH will provide the design and construction of the new Cath Rooms. Customer will potentially replace surgical lights and surgical booms. Final design and bidding for the construction portion of the project will be completed after the award of this RFP.

In addition, Customer plans to complete the remodel of an additional one (1) Cath Room specific to electrophysiology during FY22. As part of the proposal, please include guaranteed pricing for this additional one (1) Cath Room.

The related services are: the provision of services for the purchased vendor equipment.

7. Privacy and Data Security Requirements. By submitting a response to this RFP, vendor represents and warrants to Customer that vendor has sufficient physical and digital security measures in place to protect its premises and data centers and comply with Customer’s information technology security standards, policies, and reporting requirements, as further described in the Agreement.

8. RFP Timetable. The following table sets out key dates during the RFP process. Customer will distribute this RFP to select industry service vendors. After an internal review of the RFP responses and supporting materials, Customer will invite select vendors to make presentations to demonstrate their proposed services. Vendor presentations may be virtual or on- site.

ACTIVITY	DATE
RFP Issue Date	September 23, 2020
Vendor Deadline to Submit Questions	October 13, 2020
Proposal Submission Deadline	October 20, 2020
Evaluation Period	October 21 to November 3, 2020

9. Proposal Submission Requirements.

9.1 Industry Expertise and Experience. Provide a brief history of the vendor, a detailed description of its industry expertise and experience, evidence of vendor’s financial stability, demonstrated past performance, and at least three references (other companies similar to Customer) who can be contacted by Customer to determine the quality of similar goods and services provided by vendor.

9.2 Proposed Goods/Solutions/Strategy. Provide a detailed description of the vendor’s proposed goods, solutions, strategy, and methodologies for meeting the requirements set forth in Section 6 above. Indicate whether the proposed equipment is compatible with Customer's existing network, system, and storage standards. Identify any unique or distinctive features of vendor’s offering that the vendor wants the Customer to be aware of.

9.3 Charges. Provide the total proposed charges to satisfy the requirements outlined in Section 6, including a breakdown of for goods and services and anticipated direct and indirect expenses. All costs associated with the goods and services should be provided with the proposal.

9.4 RFP Requirements. Vendor shall provide detailed responses to the questions contained in the RFP Requirements list, attached hereto as Exhibit B. If the vendor’s proposal fails to conform to the RFP requirements, vendor must describe the nonconforming elements of its proposal, and demonstrate the advantages to Customer of such alternate approach or good in contrast to the RFP requirements.

9.5 Revisions. If the vendor intends to propose revisions to the proposed Agreement (Exhibit

B), then such revisions must be submitted with vendor's response to the RFP. If Customer selects a vendor following receipt of responses to the RFP, no subsequent revisions to the proposed Agreement will be accepted or considered. Customer reserves the right to award the business to a vendor subject to the condition that the vendor accept the final form of the Agreement included with Customer's notice of award.

9.6 Proposal Submission Deadline. Proposal submissions must be received by the Proposal Submission Deadline set out in Section 8. Submissions must be emailed to the point of contact for this RFP listed in Section 3. Submissions received after the Proposal Submission Deadline will not be considered.

10. Evaluation Criteria.

10.1 Customer may take into consideration multiple criteria in making its decision concerning the successful vendor, including, but not limited to, the proposed charges. The major qualitative areas that Customer may evaluate include but are not limited to the following:

- Desired Specifications and Functionality
- Technical Capabilities
- Capabilities and Differentiators
- PO Issued to Delivery Time/Installation Time
- Service Agreement
- Ease of Use
- Ease of Implementation
- Flexibility and Ease of Product Implementation
- Implementation Plan and Support
- Pricing
- Proposed Deviations from the Requirements set forth in this RFP
- Vendor Client References
- Results of Vendor Presentations

10.2 Customer will also consider whether revisions to the Agreement are proposed, and if so the extent of such revisions, in its evaluation of the responses to the RFP.

10.3 Customer is an Equal Employment Opportunity organization which does not discriminate on the basis of race, religion, creed, color, gender, gender identity or expression, sexual orientation, age, marital status, national origin, any other status protected by applicable state or federal law in consideration for a contract award.

11. Notification.

11.1 Customer will notify the vendor it selects to provide the goods and related services. Such notice shall not constitute an acceptance or create a binding obligation on Customer to enter into an agreement with such vendor. Customer, in its sole discretion, may terminate negotiations for any reason including convenience at any time following such notice to a vendor and select a different vendor (including as vendor that did not participate in the RFP process) to provide the goods and related services or determine not to obtain the goods and related services.

12. General.

12.1 This RFP and any responses thereto are confidential and proprietary and shall be held in the strictest confidence by any vendor who receives the RFP.

12.2 Customer reserves the right at any time: (i) to withdraw the RFP, including after the submission of responses thereto; (ii) to change the requirements set forth in the RFP, including any element of the timetable set forth in Section 8 hereof; (iii) to select a vendor based on any criterion or criteria, without regard to whether such vendor proposed the lowest price for the goods and/or services or any other differences between such vendor's response and other responses to the RFP; and (iv) to discontinue discussions with any vendor at any time.

12.3 Customer's choice of potential vendors to whom this RFP has been sent is entirely in Customer's discretion, and Customer shall have no obligation of any nature to submit an RFP to any party.

12.4 All proposals, including the pricing therein, shall be effective for a period beginning on the Proposal Submission Deadline and ending one year thereafter. A vendor shall not at any time during which the pricing in its proposal is valid under this RFP, sell, or offer for sale, similar goods or services to a different buyer at prices below those stated in this RFP. If a vendor charges a different buyer a lower price for similar goods and services under similar quantity and delivery conditions, such vendor must immediately notify Customer of such lower charges and give Customer the opportunity to buy such goods or services at such lower prices.

EXHIBIT A

TERMS AND CONDITIONS

The following "Terms and Conditions" will govern:

1. Priority and Conflicts. The terms and conditions ("Terms and Conditions") listed herein shall be in effect and apply to any purchase order ("PO") issued under the Agreement. Vendor's additional or different terms, including any "shrink wrap license" bundled with the products and services or any "disclaimers" or "click to approve" contained in or provided in connection with the products or services, or any attempt by Vendor to vary any of these Terms and Conditions, is objected to and rejected and shall be deemed a material alteration. These Terms and Conditions shall be deemed accepted by the Vendor without any additional or different terms unless agreed to otherwise in writing by Buyer.
2. Price. Except as set forth herein, Vendor agrees to hold firm throughout the term of these Terms and Conditions the pricing set forth on the PO. Vendor warrants that the price for the products or services including discounts and rebates is no less favorable than those prices extended to any other customer. In the event more favorable pricing is made available to another customer, Vendor will also reduce its prices offered to Buyer. Vendor warrants that prices are complete and that no additional charges of any type shall be added without Buyer's prior written consent including, but not limited to charges for shipping, packaging, labeling, storage, cartage, insurance, taxes, brokerage fees, custom duties, and surcharges of any type.
3. Delivery. Vendor shall ship all products FOB Destination. "FOB Destination" shall mean that (a) title and risk of loss to the products shall not pass to the Buyer until the products are delivered and signed for at the designated shipping destination; and (b) Vendor will be responsible for paying all applicable freight charges. Vendor shall remain responsible for the condition of products in transit, insurance, and filing claims with the carrier. Vendor shall also be responsible for placing the assigned PO number of the Buyer in the customer reference field of the shipping manifest. Buyer shall not incur, or otherwise be liable for transit-related fees, including, but not limited to freight charges and handling fees, unless the Vendor receives prior written authorization from the Buyer to incur such fees, and, in such instance, Vendor shall use Buyer's designated carrier and applicable shipping number and comply with all of Buyer's instructions.
4. Training. Prior to acceptance of the products, or at such other time as the parties may mutually agree, Vendor shall provide, at no cost or expense to Buyer, training in the operation of the products for employees or agents designated by Buyer if such training is reasonably required. Training will be conducted at Buyer's location, unless otherwise agreed upon by the parties, and Vendor shall provide such training and supply all written material necessary for such training at Vendor's sole expense.
5. Services. The following terms and conditions shall apply to services.
 - (a) General Obligations. Vendor shall: (i) provide the services to Buyer as described and in accordance with the schedule set forth on the PO and in accordance with these Terms and Conditions; (ii) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures (including, without limitation, health screenings and background checks as required by Buyer); (iii) maintain complete and accurate records relating to the provision of the services provided under the PO, including records of the time spent and materials used by Vendor in providing the services in such form as Buyer shall approve. During the term of the PO and for a period of two years thereafter, upon Buyer's written request, Vendor shall allow Buyer to inspect and make copies of such records and interview Vendor personnel in connection with the provision of the services; and (iv) ensure that all persons, whether employees, agents, approved Subcontractors as defined below, or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services.
 - (b) Subcontracting. Vendor may not subcontract or delegate its duties to any third party without the prior written consent of Buyer (any such third party to whom Vendor subcontracts or delegates its duties is referred to herein as a "Subcontractor"). If Buyer gives such prior written consent, then: (i) Vendor will ensure that each Subcontractor complies with all relevant terms of a PO and these Terms and Conditions; (ii) Vendor shall remain fully responsible and liable for any and all: (a) performance required hereunder, and shall appropriately supervise and coordinate the performance of any of Vendor's obligations by any Subcontractor, and (b) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents) to the same extent as if such acts or omissions were those of Vendor; and (iii) Vendor acknowledges and agrees that such consent of Buyer will not release Vendor from any of its representations, warranties or obligations under a PO or these Terms and Conditions.
6. Cancellation, Acceptance and Returns. Buyer may, upon written notice to Vendor, change shipping and delivery instructions, cancel or reschedule this PO, with or without cause, in whole or in part. Buyer's sole liability upon any such termination shall

be limited to: (a) the unpaid purchase price of the products (otherwise conforming to the requirements of this PO) that have been delivered or shipped to Buyer on or before the date of cancellation and (b) any services that have been performed by Vendor prior to the date of cancellation notice. Buyer's sole liability for any change in shipping or delivery instructions or any rescheduling shall be to pay any additional out of pocket costs incurred by Vendor as a result thereof. Any other modifications must be in writing signed by Buyer and Vendor. Following performance of any services, Vendor shall certify in writing that the services are ready for acceptance review. With Vendor's assistance, Buyer shall, within thirty (30) days after receipt of such certification, review results of the services and/or any software provided to determine whether the services and/or software, as applicable, meet the specifications and perform their functions as required by this PO or other applicable document defining the services and/or software to be rendered. In the event the services and/or software fail to fulfill the specifications, Vendor shall re-perform the services or correct, modify or improve the software, as applicable, without additional cost to Buyer. Delivery of products shall not constitute the acceptance of the products. Buyer shall have thirty (30) calendar days from the date of delivery within which to inspect products delivered hereunder. During such thirty (30) day inspection period, the Buyer may, in its sole discretion, reject such products based on shipping damage or any inconsistency with these Terms and Conditions, failure to comply with law or failure to meet the quality or safety rules or procedures of the Buyer. In the event the Buyer rejects such products, the Buyer shall have the right to return the product to Vendor, at Vendor's expense. At Buyer's election, Buyer shall receive a full credit of purchase price or a replacement product shall be shipped by Vendor to Buyer with any applicable shipping fees waived. Buyer is not obligated to pay and Vendor shall not attempt to charge for any ancillary fees including, but not limited to handling, packaging or dunnage.

Any termination of a PO pursuant to this provision shall be in addition to and shall not be exclusive of or prejudicial to, any other rights or remedies at law or in equity which Buyer may have on account of the default of Vendor, and the rights and remedies of Buyer set forth in these Terms and Conditions are not exclusive and are in addition to all other rights and remedies of Buyer at law or in equity. If Buyer prevails or is the successful party in bringing any legal action or other proceeding for the enforcement of a PO and these Terms and Conditions, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of a PO or these Terms and Conditions, Buyer shall be entitled to recover its reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which Buyer may be entitled. Any sums due Vendor hereunder may be applied by Buyer as a set off against any sums owed by Vendor to Buyer or any of its affiliates or against any claims of third parties against Buyer arising from Vendor's performance, breach or default, hereunder, under any other PO or other contract between the parties.

7. License Grant. If the products include software programs or intellectual property, Vendor grants to Buyer and Buyer's Affiliates, contractors, employees, and authorized agents (collectively, "Authorized Users") a nonexclusive, sublicensable, irrevocable, fully paid up, world-wide license to the software and related intellectual property (including any documentation provided therewith) for access and use by the Authorized Users. The term of the license shall be the license term identified on the Vendor invoice associated with the applicable PO or if none, perpetual. "Affiliate" means, with respect to any specified entity, any entity that directly or indirectly controls, is controlled by or is under common control with such specified entity. An entity shall be deemed to control another entity if such first entity has the power, directly or indirectly, to direct or cause the direction of the management or policies of such other entity, whether through ownership of voting securities, by contract, or otherwise. "Authorized Users" means individuals designated as authorized to access and use the software and documentation on behalf of Buyer and Buyer's Affiliates.
8. Information Security. Vendor and Buyer agree on the importance of installing up to date third party security patches to help maintain network and computer workstation security. If the products include software programs, Vendor and Buyer will work cooperatively to ensure that all necessary third party security patches are installed and tested as quickly as possible. Buyer may install any/all third party security patches as it deems necessary. In the event that installation of a particular patch causes a subsequent defect or error in the operation of Vendor-supplied software, Buyer will remove the patch and contact Vendor. Vendor will then correct any defects or errors in the software. Vendor will then update the software to allow Buyer to reinstall the patch. Any such installation of security patches shall not void any warranty.
9. Insurance. Vendor shall maintain commercially reasonable product liability, general liability and property damage insurance, all of which have been issued by insurance companies with an A.M. Best rating of A- or better, against any claim or claims which might or could arise regarding the products and services purchased by Buyer under these Terms and Conditions. The minimum limit of liability shall be \$3 million per occurrence and annual aggregate for product liability, and \$1 million per occurrence and annual aggregate for commercial general liability. If Vendor will provide services to Buyer, Vendor will maintain Errors and Omissions/Professional Liability Insurance, which shall include coverage for acts, errors, omissions, and/or negligence related to Vendor's services, with limits not less than one million US dollars (\$1,000,000.00) per occurrence and two million US dollars (\$2,000,000.00) in the aggregate. In addition, If Vendor will receive or have access to Personal Information and/or Protected Health Information, Vendor will maintain Cyber Liability Insurance, including first party and third party coverage, with limits not less than ten million US dollars (\$10,000,000.00) per occurrence and ten million US dollars (\$10,000,000.00) in the aggregate. Vendor shall maintain insurance that will protect it from claims under workers compensation statutes and regulations and other employee benefits statutes and regulations. When requested by Buyer, an insurance certificate evidencing the foregoing coverage and naming Buyer as an additionally insured, issued by an

insurance company licensed to do business in the relevant state or states and signed by an authorized agent, shall be furnished to Buyer. Each of the certificates shall provide that the coverage will not be cancelled until at least thirty (30) days after written notice has been given to Buyer. Vendor will also maintain Commercial Automobile Liability with limits not less than one million US dollars (\$1,000,000.00), combined single limit.

10. Payment. Payment of undisputed invoices shall be net sixty (60) days from receipt of invoice. Vendor will accept payment in the following forms: ePayables, cash, check, credit card, and electronic funds transfer. Buyer is exempt from most sales and use taxes and will not be responsible for the payment of any such taxes to Vendor if Buyer timely provides Vendor with a valid exemption certificate. If Buyer is subject to taxation, the Buyer shall pay for taxes imposed in conjunction with these Terms and Conditions, excluding foreign, federal, state and local taxes based upon Vendor's revenues, net income, number of employees, or corporate existence. Notwithstanding anything to the contrary, Vendor represents and warrants that it shall not directly or indirectly pass through any excise or similar taxes for products purchased under these Terms and Conditions subject to 26 U.S.C. 4191. Additionally, Buyer shall not be liable for any taxes related to the Vendor's income, revenues, corporate characteristics, or other supplier-related excise or similar taxes.
11. Term and Termination. Each PO issued under the Agreement shall remain in effect until all obligations of the parties thereunder have been fully performed or waived.
12. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the applicable PO or these Terms and Conditions, for any failure or delay in fulfilling or performing its duties hereunder, if, and then only to the extent, such failure or delay is caused by or results from a Force Majeure Event, provided that that the affected party (a) provides prompt notice to the other party, and (b) uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Either party may terminate the applicable PO and these Terms and Conditions for cause and without penalty if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of thirty (30) days or more. "Force Majeure Event" shall mean any and all acts or circumstances beyond the reasonable control of the affected party including, without limitation, acts of God, governmental actions, civil unrest or disturbances, terrorist acts or threats, epidemics, fire or other casualty, or any other causes, but shall not include labor disputes or supply chain interruptions.
13. Confidentiality. Vendor may acquire knowledge of Confidential Information (as defined below) in connection with the performance of the PO. Except as provided below and as otherwise agreed to in writing by Buyer, Vendor agrees to take reasonable precautions (and no less precautions than the safeguards a reasonably prudent business would exercise in similar circumstances) to keep confidential and prevent the disclosure of any Confidential Information except to such of its employees and subcontractors who need such Confidential Information in order to enable Vendor to properly perform under the PO, and are who are subject to similar confidentiality obligations obligating them at least to the same extent as Vendor is obligated under this provision, and Vendor shall be responsible for any unauthorized disclosure of Confidential Information by such employees and subcontractors. Vendor shall not use, or permit to be used, Confidential Information for any purpose other than to perform its obligations hereunder. All Confidential Information shall remain the sole property of Buyer. "**Confidential Information**" means any non-public information, regardless of format, regarding research, development, trade secrets, business methods, policies and plans, vendors, finances, personnel information, patient information, and any other confidential or proprietary information relating to or dealing with Buyer's business, operations or activities, which is in any way, heretofore or hereafter, disclosed by Buyer or on or behalf of Buyer, or otherwise obtained by Vendor, directly or indirectly, in the course of, as a result of, or in connection with the PO or in connection with proposals or negotiations for the PO. Upon Buyer's request, Vendor shall promptly return or destroy all Confidential Information. In any event, Vendor shall return or destroy all Confidential Information promptly upon completion or earlier termination of the PO.

EXHIBIT B

SERVICES AGREEMENT

Services Agreement (“Agreement”), dated [MONTH/DAY/YEAR] (“Effective Date”), by and between Seattle Children’s Hospital, a Washington nonprofit corporation (“Buyer”), and _____, a [state][type of entity] (“Vendor”).

WHEREAS, the parties have executed a Master Agreement for Purchase of Products and Related Services effective [X], 2020 (the “Master Agreement”);

WHEREAS, pursuant to the Master Agreement, the parties shall execute an agreement in connection with services to be provided to Buyer by Vendor; and

WHEREAS, Buyer desires to engage Vendor to perform certain services, and Vendor agrees to provide such services, all upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises and the agreements set forth herein, Buyer and Vendor agree as follows:

1. Services. Vendor shall provide the following services to Buyer (collectively, the “Services”):

[DESCRIBE SERVICES WITH SPECIFICITY. WHERE APPLICABLE, INCLUDE ANY SCHEDULING INFORMATION, A DESCRIPTION OF ANY DELIVERABLES, AND ANY OTHER INFORMATION NECESSARY TO FULLY AND ACCURATELY DESCRIBE THE SERVICES TO BE PROVIDED.]

2. Fees. Buyer shall pay the following fees to Vendor for the Services:

[DESCRIBE FEES, INCLUDING ANY INSTALLMENT PAYMENT TERMS, CONDITIONS TO PAYMENT (SUCH AS ACHIEVEMENT OF MILESTONES), THE BASIS OF CALCULATION (SUCH AS HOURLY, PROJECT BASED, OTHER.)

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of [] (the “Term”), unless terminated earlier pursuant to Section 6.

4. Expenses. Vendor shall be solely responsible for all expenses, including taxes, costs of materials and wages, salaries and benefits of Vendor’s personnel, incurred by Vendor in the connection with the performance of the Services. Buyer’s sole obligation to make payment to Vendor is as described Section 2.

5. Intellectual Property Rights; Ownership.

- a. Buyer is, and shall be, the sole and exclusive owner of all right, title and interest in and to any and all Deliverables (as defined below), including all Intellectual Property Rights therein. Vendor agrees, and will cause its Vendor’s employees, agents, and Subcontractors (collectively, “Vendor Personnel”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a “work made for hire” for Buyer. To the extent that any of the Deliverables do not constitute a “work made for hire”, Vendor hereby irrevocably assigns, and shall cause Vendor Personnel to irrevocably assign to Buyer, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Vendor shall cause the Vendor Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Vendor Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. “Deliverables” means all documents, work product and other materials that are delivered to Buyer hereunder or prepared by or on behalf of Vendor in the course of performing the Services. “Intellectual Property Rights” means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- b. Buyer is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Vendor by Buyer (“Buyer

Materials”), including all Intellectual Property Rights therein. Vendor shall have no right or license to use any Buyer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services under this Agreement. All other rights in and to the Buyer Materials are expressly reserved by Buyer.

6. Termination.

- a. Either party may terminate this Agreement immediately if the other party: (i) is liquidated or dissolved, or initiates proceedings to liquidate or dissolve; (ii) fails to obtain or maintain insurance as provided herein; (iii) is convicted of or pleads guilty to a crime that causes it to be excluded or debarred from any government sponsored program that pays for health care benefits; (iv) becomes subject to a government imposed corporate integrity agreement; or (v) fails to maintain its license to operate pursuant to applicable state law. This Agreement may be terminated by either party at any time in the event of a breach of, or noncompliance with, any covenant, term or condition of the Agreement after the non-breaching party has provided written notice of such breach or noncompliance and the same remains uncured for fifteen (15) business days subsequent to the giving of such notice. This Agreement may be terminated by Buyer at any time, without cause, upon ninety (90) days’ prior written notice to Vendor.
- b. Upon expiration or termination of this Agreement for any reason, Vendor shall promptly deliver to Buyer all work product (whether complete or incomplete) and all Buyer Materials; deliver to Buyer all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information (as defined in the Additional Terms and Conditions); permanently erase and delete all of the Confidential Information from Vendor’s computer systems; and certify in writing to the Buyer that Vendor has complied with the requirements of this subsection.
- c. In no event shall Buyer be liable to Vendor for any costs arising from the termination of this Agreement, except for payment of amounts due for Services actually rendered, through the date of termination.
- d. In the event of termination of this Agreement for any reason, all provisions of this Agreement that by their nature must survive termination in order to have their objectively intended effect shall survive such termination of this Agreement. If this Agreement is terminated prior to performance of all Services covered hereby, Buyer shall pay the amounts remaining due hereunder for any conforming Services already delivered to Buyer; provided, that if the Agreement is terminated by Buyer for cause, Buyer shall have the option of returning all previously delivered tangible work product associated with any Services for a full refund of all amounts paid by Buyer hereunder in addition to any other rights and remedies available to Buyer at law or in equity.

7. Other Terms and Conditions. The Terms and Conditions attached to the Master Agreement as Exhibit A (the “Additional Terms and Conditions”), to the extent such Additional Terms and Conditions apply or are relevant to the provision of services, are hereby incorporated by reference as though set forth in full in this Agreement. In the case of any conflicts or inconsistencies between the Additional Terms and Conditions and this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SEATTLE CHILDREN’S HOSPITAL

By: _____

Name: _____

Title: _____

[VENDOR]

By: _____

Name: _____

Title: _____

EXHIBIT B
REQUIREMENTS

Please indicate whether the vendor meets the following:

Requirements	Vendor Meets Requirement (Y/N)	If Y, briefly describe. If N, briefly describe any proposed alternative (if applicable) to satisfying this requirement.
Vendor has experience with other Children's Hospitals. Please indicate number of Children's Hospitals using this equipment.		
Vendor meets a compliance, certification, or safety standards.		

Please describe how vendor's goods meet the following:

Specifications and Functionality	Briefly describe.
Integration capabilities with other systems. Please list and explain.	
Delivery Time	
Radiation Dose	
Detector type and Dimensions and Pixel Size	
Image Quality	
3D Applications, including 3D Rotational Angiography	
Technical Capabilities	
Capabilities and Differentiators	
What are the EMR interface capabilities; text, PDF (base64) discrete data elements, billing?	
Other	
Delivery and Installation	Briefly describe.
PO Issued to Delivery Time/Installation Time	
Training	Briefly describe.
What standard training is included with the purchase?	
Additional training options offered. What is the plan for on-site support during go-live and how long is it?	
Clinician training and whether it is available at any time.	
Service training and whether it is available at any time.	
Availability of remote application assistance.	
Service	Briefly describe.
How equipment support will be handled? Describe your support process including methods of support contact (email, telephone, real time online, etc).	
Days and hours support coverage hours.	
Average support response time.	
Average problem resolution time.	

Uptime guarantee, and if so, what is it?		
Whether all equipment covered under the Service Agreement. If not, please advise which equipment is not included.		
Warranty information including what is covered and duration.		
Service/support connection requirements e.g. VPN, on-demand, etc.		
Equipment		
Please indicate whether your proposal includes the following and whether they are included in the fees or optional.	Vendor Meets Requirement (Y/N)	If Y, briefly describe. If N, briefly describe any proposed alternative (if applicable) to satisfying this requirement.
Injector System		
Intravascular Ultrasound (IVUS) Coupling		
Quantification		
Roadmap		
Dose Tracking		
Needle Guidance		
Vessel Navigation		
Valve Placement		
Stent Placement		
Embolization		
Registration		
DICOM		