

The Department of Veterans Affairs - Federal Supply Service - Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage is: www.GSAAdvantage.gov

FSC Group 65, Part II, Section A, Medical Equipment and Supplies, FSC Class: 6530

For more information on ordering Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov.

Contract Number: V797D-50379 - Contract Period: 4/15/2015 - 4/14/2025

Contractor: Inspire Medical Systems, Inc.

Incorporating Modification P00007 for Change in Contact for Sales Administration

5500 Wayzata Blvd, Suite 1600
Golden Valley, MN 55416, USA
Phone # 763-205-7970 Fax # 763-537-4310
Web Site: <http://inspiresleep.com/>
Small Business
TIN – 26-1377674

CUSTOMER INFORMATION:

<p>1a. Awarded Special Item Number: A-72 Stimulators, Muscle, Nerve and Pain Control</p> <p>2. Maximum Order: \$ 50,000</p> <p>3. Minimum Order: One Unit; Both parties agreed to allow ordering agencies to negotiate these terms as and when applicable.</p> <p>4. Geographic Coverage: All 50 U.S. States, District of Columbia, and Puerto Rico.</p> <p>5. Point of Production: United States and Puerto Rico</p> <p>6. Prices herein are net, discount deducted.</p> <p>7. Quantity Discounts: NONE (Tier 1 pricing is already offered.)</p> <p>8. Prompt Payment Terms: Net 30 days</p> <p>9. Government purchase cards are accepted below and above the micro-purchase threshold.</p> <p>10. Foreign Items: None</p> <p>11a. Delivery Time: 2 days ARO</p> <p>11b. Expedited: SIN A-72 Overnight. Government is expected to pay the difference between normal delivery and expedited delivery.</p> <p>12. F.O.B. Points: FOB destination to all states including Hawaii, Alaska and Puerto Rico. Buyer expected to pay difference in shipping between point of exportation and destination for Hawaii, Alaska and Puerto Rico.</p> <p>13a. Ordering Address: Orders will not be accepted by mail. Orders will only be accepted by FAX to 763-537-4310 or by Email to cs@inspiresleep.com</p>	<p>13b. Ordering Procedures: For supplies and services, the ordering procedures and information on BPA's can be found at the GSA/FSS Schedule homepage (http://www.gsa.gov/bpa).</p> <p>14. Payment Address: Inspire Medical Systems, Inc. Dept CH10987 Palatine, IL 60055-098715.</p> <p>15. Warranty/Exchange Goods: Commercial Return Goods Policy (attachment B); Commercial Warranty Policy, as a supplement to 52.212-4 (o) and (p), (attachment C).</p> <p>16. Export Packing Charges: N/A</p> <p>17. Terms and conditions of Gov't Purchase Card acceptance: Yes; cc accepted below, equal to, and above MPT with no maximum amount.</p> <p>18. Terms and conditions of rental, maintenance, and repair: Rental/Lease agreements not offered commercially.</p> <p>19. Terms and conditions of Installation/Training: Installation: N/A; Training: All training is provided free of charge from the vendor.</p> <p>20. Terms and conditions of repair parts indicated, date of parts price lists and any discounts from list prices: N/A</p> <p>20a. Terms and conditions of other services: None</p> <p>21. List of service and distribution points: N/A</p> <p>22. List of participating dealers: N/A</p> <p>23. Preventive maintenance: N/A</p> <p>24a. Special attributes: N/A</p> <p>24b. Section 508 EIT supplies and services: N/A</p> <p>25. DUNS Number: 012419779</p> <p>26. System for Award Management: Yes, registered.</p>
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AWARDED TERMS AND CONDITIONS - Attachment B

Product Return Policy

Products delivered by Inspire are not returnable by you except in conformity with the Pricing Agreement. Section 11 of that agreement states that any Product you believe to be defective may be returned to Inspire for a replacement or a credit toward a subsequent purchase if you notify Inspire of such defect within thirty (30) days of your receipt of the Product. In order to receive such replacement or credit, prior to returning any Product you shall notify Inspire of the intended return, you shall utilize a return shipping container provided or approved by Inspire with the Inspire provided return authorization number, and you shall provide to Inspire, along with the qualifying returned Products, a copy of the receipt or invoice for such Products. In no event will Inspire be responsible for any damage to or loss of any Products as a result of shipping or delivery. For Return Authorizations call Andrea Rasmussen at 763-205-7974. All Products to be returned shall be shipped, freight and insurance prepaid, to the following address, unless otherwise advised by Inspire:

Inspire Medical Systems, Inc.
9700 63rd Avenue N
Suite 200
Maple Grove, MN 55369 USA

Upon receipt of returned Products, Inspire will inspect the Product to confirm the defect, and Inspire's determination as to the existence of any defect in any return Products shall be final.

If you have any questions or further information is required, please contact the undersigned at the telephone numbers listed below.

Blake Johnson
Director of Operations
Inspire Medical Systems, Inc.
9700 63rd Avenue North, Suite 200
Maple Grove, Minnesota 55369
Phone: 763.205.7973
Fax: 763.537.4310
E-MAIL: blakejohnson@inspiresleep.com



AWARDED TERMS & CONDITIONS - Attachment C

March 26, 2015

Inspire Medical Systems, Inc.
Limited Warranty for the Federal Supply Schedule Service

1. Warranty

The Contractor warrants and implies that the items delivered hereunder, including tools provided by contractor to perform the implant, are merchantable and fit for use for the particular purpose described in this contract. In the event that the terms of the contractor's standard commercial warranty conflict with the warranty terms contained in this clause, the terms of this clause will govern this contract, unless some other resolution is specified in the award document.

2. Limitation of Liability

Except as otherwise provided by an express warranty, the contractor will not be liable to the Government in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items. In the event that the terms of the contractor's standard commercial warranty/limitation of liability clause(s) place greater limits on the contractor's liability than do the terms contained in this clause, the terms of this clause will govern the contract.

3. Limited Warranty for Products

This limited warranty is available if Products or Tools provided by the contractor to perform the implant fail to function within normal tolerances due to defects in materials or workmanship that manifest during the specified warranty period.

If Purchaser complies with the Terms and Conditions, Inspire will issue a limited warranty credit toward the purchase of a new Inspire IPG product. The limited warranty credit amount will be the full purchase price of either the original unit or the replacement unit, whichever is less.

- For patient Products, e.g., IPG, lead, patient programmer, Inspire will issue a credit to the hospital conducting replacement surgery on behalf of the original patient. Any cost reductions extended as a result of this warranty shall be fully and accurately reflected on the patient's bill and reported to the applicable payer using the appropriate methodology.
- For physician products, e.g., physician programmer, Inspire will issue a credit to the original purchaser of the Product.

A. Terms and Conditions

1. All registration materials must be completed and returned to Inspire within 30 days of first use.
2. The Product must be replaced with an Inspire Product.
3. The Product must be returned to Inspire Medical Systems, Inc., 9700 63rd Avenue North Maple Grove, MN 55369 within 30 days of the date that the Product first fails to function within normal tolerances. The Product may be returned at no cost to Purchaser. Contact your Inspire representative for information on how to return the Product.
4. Inspire will inspect the returned Product and determine whether a limited warranty credit is due.
5. All Products returned to Inspire Medical Systems become Inspire's property.

No person has any authority to bind Inspire to any warranty or representation except those specifically contained herein.

This limited warranty gives specific legal rights, and you may also have other rights, which vary from state to state. If one or more of the provisions of this limited warranty shall be deemed void or unenforceable, the remaining provisions shall continue to have full force and effect.

B. Limited Warranty Period

The applicable limited warranty period for each product is listed and calculated as follows:

1. For an IPG or lead, three (3) years from date an IPG or lead is implanted in the patient.
2. For a programmer, one (1) year from the date the physician or patient programmer is first used.

**Returns: For all returned product, package and mail attention to Andrea Rasmussen,
Inspire Medical Systems, Inc., 9700 63rd Avenue North Maple Grove, MN 55369.**

Inspire Medical Systems, Inc.
9700 63rd Avenue North, Suite 200 | Maple Grove, MN 55369
Telephone: 763-205-7970 | Fax: 763-537-4310 | www.inspiresleep.com



Inspire Medical Systems, Inc.

Contract #: V797D-50379

Prices Effective 11/1/2019

SIN#	Item #	Product Name / Description	UOI	FSS Price
A-72	2500N	Sleep Remote Control Model 2500 required for use with Inspire Upper Airway Stimulation system. This is a hand-held remote control purchased separately the patient uses to activate the generator at time of sleep. New next generation Patient Sleep Remote which will replace the original Patient Sleep Remote currently on contract. The Patient Sleep Remote has been completely redesigned.	EA	\$1,407.04
A-72	2740	Inspire Physician Programmer Model 2740 is used by doctor to program Implantable Pulse Generator. With tablet computer, cable, & software. Normal wall outlet connection w/wireless communication. Monitor, program, adjust, & store data and settings.	EA	\$2,487.44
A-72	3028	Next-generation Implantable Pulse Generator (IPG) Model 3028 required for use with Inspire Upper Airway Stimulation system which includes magnetic resonance (MR) conditional labeling. Part 1 of a 3 part fully implantable system. Model 3028 is a battery-powered micro-electronic device, which delivers electrical stimulation to the nervous system.	EA	\$17,185.93
A-72	4063	Leadwire Model 4063 required for use with Inspire Upper Airway Stimulation system is part 2 of a 3 part fully implantable system. The lead is implanted in the neck and is designed to facilitate stable, consistent stimulation of targeted airway muscles keeping the airway open.	EA	\$1,959.80
A-72	4340	Respiratory Sensing Lead. The model 4323 Leadwire was replaced by the next generation model 4340 Leadwire. The model 4323 was discontinued. The next generation model 4340 replacement includes design changes from the previous generation model 4323, leading to improved implant procedures and patient comfort due to thinner size and more flexible material. Model 4340 Leadwire required for use with Inspire Upper Airway Stimulation system is part 3 of a 3 part fully implantable system. This lead continuously monitors the patient's breathing patterns and provides the signal to deliver mild stimulation during inspiration, which is when the airway is most likely to collapse.	EA	\$3,391.96