

Response to Invitation to Bid



CITY OF KILLEEN
ATTN: PURCHASING DIVISION
802 N. 2ND STREET, BUILDING E 2ND FLOOR
KILLEEN, TEXAS 76541

**RE: BID NO. 23-26 FIRE DEPARTMENT FIREFIGHTING/
LIFESAVING EQUIPMENT #22.05**

Due: January 26th, 2023 at 3:00 PM

BIDDER:
Stryker Sales LLC, through its Medical Division

ADDRESS:
11811 Willows Road NE, Redmond, WA 98052

CONTACT:
Account Manager: Marisa Wheeler / marisa.wheeler@stryker.com

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

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Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com



Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com



Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden



HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

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Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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Sections

January 23, 2023

CITY OF KILLEEN
ATTN: PURCHASING DIVISION
802 N. 2ND STREET, BUILDING E 2ND FLOOR
KILLEEN, TEXAS 76541

Re: BID NO. 23-26 FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT #22.05

To Whom it May Concern:

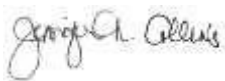
The purpose of this letter is to confirm that Stryker Sales, LLC (the "Company") is hereby submitting a response in connection with the above-noted formal request no. 23-26 FIRE DEPARTMENT FIREFIGHTING / LIFESAVING EQUIPMENT #22.05 (hereinafter, "BID") being conducted by CITY OF KILLEEN.

Notwithstanding any required signatures of the Company submitted in connection with the BID documents, the terms and conditions contained in the BID are only a non-binding statement of the intentions of the Company and no legal rights or obligations of either party are created with respect to any matters contemplated therein. No terms and conditions are binding on the parties unless and until a definitive agreement with the respect to the transaction is signed by both parties (the "Definitive Agreement"). In addition, the BID may not address all matters to be negotiated by the parties and contained in the Definitive Agreement and any different or conflicting terms contained in the Definitive Agreement will supersede and replace those contained in the BID.

Notwithstanding anything to the contrary, the parties agree that the following provisions shall be binding upon the parties: (1) each of the parties shall treat the contents of the BID as confidential, and (2) during the course of negotiating the Definitive Agreement none of the parties (nor any agent, representative or affiliate thereof) shall directly or indirectly disclose to any third party the contents of the BID or any discussions relating to the BID or the Definitive Agreement, except to their agents or representatives who have a need to know in connection with the negotiation of the Definitive Agreement.

Thank you in advance for your consideration and we look forward to a mutually fruitful relationship. Kind

Regards,



Jennifer N. Collins
Pricing and Contract Manager

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](https://www.stryker.com)



INVITATION FOR BID

CITY OF KILLEEN, TEXAS

SEALED BIDS WILL BE RECEIVED FOR:

BID NO. 23-26
FIRE DEPARTMENT
FIREFIGHTING/LIFESAVING
EQUIPMENT #22.05

Contract #KCDBG22.05

SEALED BIDS WILL BE RECEIVED UNTIL
3:00 P.M. JANUARY 26, 2023

ELECTRONICALLY SUBMIT BIDS TO OPENGov E-BIDDING SITE:

<https://procurement.opengov.com/login>

OR MAIL TO:

CITY OF KILLEEN

ATTN: PURCHASING DIVISION

802 N. 2ND STREET, BUILDING E 2ND FLOOR

KILLEEN, TEXAS 76541

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I. NOTICE TO BIDDERS

NOTICE TO BIDDERS
BID NO. 23-26 FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for *Bid # 23-26 Fire Department Firefighting/Lifesaving Equipment*, electronically through the City's OpenGov e-bidding site or addressed to the City of Killeen, Attn: Purchasing Department, 802 N. 2nd Street, Bldg. E, Killeen Texas 76541, until **3:00 p.m., January 26, 2023**. Bid submissions shall be plainly marked with the name and address of the bidder and **"BID NO. 23-26 Fire Department Firefighting/Lifesaving Equipment, 3:00 p.m. January 26, 2023"**. Submittals received after the opening time will be returned unopened. Bidders may register and submit bids electronically at <https://procurement.opengov.com/login>.

This project is funded, in whole or in part, by federal funds from the **U.S. Department of Housing & Urban Development**. Contractor/Subcontractor(s) will be responsible for meeting all requirements set forth by the federal funds including the requirements of this Bid Packet.

Bid questions will be accepted on the OpenGov e-bidding site, until 3:00 p.m. on January 24, 2023. Questions will be answered in the form of an addendum and posted on the OpenGov website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums.

It is the bidder's responsibility to obtain and acknowledge all addenda and include with bid submittals.

Bids will be opened and read aloud through Zoom online video conferencing at **3:15 p.m. on January 26, 2023**. Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow:

<https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09>

Call: 1-346-248-7799

Meeting ID: 339 788 7656

Password: 04142020

Complete information regarding this solicitation may be obtained from the City of Killeen website (<https://www.killeentexas.gov/414/Purchasing>), Demand Star (<http://www.demandstar.com/>), ESBD (<http://www.txsmartbuy.com>), and OpenGov E-Bidding site (<https://procurement.opengov.com/portal/killeentexas>)

The City of Killeen reserves the right to reject any or all bids and wave any irregularities.

CITY OF KILLEEN, TEXAS

LORIANNE LUCIANO, DIRECTOR OF PROCUREMENT AND CONTRACT MANAGEMENT

II. INFORMATION AND INSTRUCTIONS

INFORMATION AND INSTRUCTIONS
CITY OF KILLEEN
BIDDING TERMS, CONDITIONS, AND REQUIREMENTS
FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT DEPARTMENT PROJECTS

I. INFORMATION/INSTRUCTIONS FOR BIDDERS

This is your notice that sealed bids including electronic submission for **Bid #23-26 Fire Department Firefighting/Lifesaving Equipment 22.05** subject to the Terms and Conditions of this Invitation for Bids (*City of Killeen Bidding Terms, Conditions and Requirements for Federally Funded Community Development Department Projects; Special Conditions for Community Development Department Contracts and Community Development Department General Conditions of the Contract for Construction-CDBG and HOME Programs* attached hereto) and such other conditions to the Bid (known as bid packet) will be received electronically through the City's OpenGov e-bidding site OR at the Purchasing Office, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, TX 76541 **until 3:00 p.m., January 26, 2023.** **Bids will be opened and read aloud through Zoom online video conferencing at 3:15 p.m. January 26, 2023.** Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids submitted by email or by facsimile (fax) will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, **one (1) original, signed and initialed in ink (not pencil), and one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline.** All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify the bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting the bid by the stated deadline.

The City of Killeen reserves the right to reject any or all bids and to evaluate any or all Fire Department Firefighting/Lifesaving Equipment 22.05 bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid 23-26 Fire Department Firefighting/Lifesaving Equipment 22.05, 3:00 p.m., January 26, 2023. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 3:00 p.m. and the city is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 3:00 p.m. or if bids are due at 3:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 3:00 p.m.

Notice of opportunities to bid released during any national, state, or local declaration of disaster or emergency whereby in-person public participation is associated with and/or related to submittals, changes to submittals, receipt of submittals, public opening, or public attendance at such may be modified to provide interested persons with reasonable and timely access by "virtual" means using live streaming video, audio, and/or text associated with any bid opportunity utilization in whole or in part City of Killeen Community Development federally funded projects.

II. GENERAL CONDITIONS

Bidders are required to submit their bids upon the following express conditions:

Bidders shall make all investigation necessary to be thoroughly informed regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

Bidders shall thoroughly inform themselves of all clauses contained within this bid packet to include **City of Killeen General Conditions of the Contract for Construction-Community Development Block Grant Program and Home Investment Partnerships Act Program**.

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a bid does not affect this right.

III. QUALIFICATIONS OF BIDDER AND CONTRACTOR(S)/SUBCONTRACTOR(S)

The Owner may make such investigations as he deems necessary to determine the ability of the bidder and/or subcontractor to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract:

- a. Must be acceptable to the Owner after verification of the current eligibility status; and
- b. Must comply with applicable certifications included in, but not limited to, **Special Conditions for Community Development Department Contracts**

The City of Killeen receives funding from the U.S. Department of Housing and Urban Development (HUD). The Federal funding is made available to city departments, area non-profits and faith-based entities, and public service agencies, who provide services to low- and moderate-income Killeen residents, for new construction, improvements, and/or rehabilitation/renovation to target area streets/sidewalks, water and sanitary sewer lines, parks, and recreation, and for commercial buildings owned and occupied by area public service agencies. To provide the best possible service to these entities the City continuously seeks professional, quality contractors and subcontractors to complete a certification process prior to participating in City of Killeen Federally Funded Community Development Department construction projects.

The certification process is different than the City's Contractor Registration, which is a general construction registration issued by the City. The Community Development Department Contractor Certification is free of charge and includes verification of: the name, ownership type and number of years in business; reference to what specific trades, including licensing, and annual volume of work the contractor is engaged in; financial and insurance information; references from customers and material suppliers; participation in Apprentice or Trainee programs registered with the U.S. Department of Labor; and guarantees provided on completed jobs. Contractor certifications are confirmed by written notice from the Community Development Department Staff. Upon certification, the contractor is expected to perform all work in a workmanlike manner, maintaining a level of professionalism by, both the contractor, its employees, and subcontractors. Certifications are renewed every two years or as instructed by governing policy or regulation.

An open line of communication [between the contractor, city, department, program staff, and the project recipient] is essential in understanding the work being performed and achieving a project completed to everyone's satisfaction.

Community Development Department Staff is responsible for meeting with contractors and providing a brief program and bidding procedures orientation. Additional information may be obtained from the Community Development Department offices located at 802 N. 2nd Street, Building E, 1st Floor, Killeen, TX 76541, or by calling 254-501-7845.

IV. PREPARATION OF BIDS

1. Bids will be prepared by a qualified responsible Bidder in accordance with the following:

- (a) All information required by the Bid shall be furnished. The Bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the Bid document.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by City

(e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of

Article 20.04(f) of the Texas Limited Sales and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificated in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07 Any such exemption certificated issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

2. Conditions of Work

All bidders must inform themselves fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her Contract. Insofar as possible the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

3. Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements

Bidder agrees that if this bid is accepted, he/she will not engage in employment practices, which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, disability, or political belief or affiliation.

4. Description of Supplies

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they will be required to furnish the item as specified.

5. Discounts

- (a) Any Bidder and his/her subcontractor(s) may provide material or material discounts to any project where ownership involves a duly authorized non-profit organization that is granted the designation as a 501(c)(3) or (4) status from the Internal Revenue Service. All discounts shall be included in the bidder's final bid price and reflected on the appropriate bid form.
- (b) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period, in the regular course of business.
- (c) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

6. Insurance/Permits

Bidder shall carry insurance in accordance with types and amounts listed in the General Conditions of the Contract for Construction Community Development Block Grant Program and Home Investment Partnerships Act Program for the duration of the project, which shall include items owned by the City/Owner in the care, custody, and control of the Bidder prior and during construction and warranty period. Bidder shall furnish Certificates of Insurance as evidence thereof. Copies of policy declaration pages and all policy endorsements shall be furnished upon request.

When delivering items awarded, the bidder shall maintain Comprehensive General Liability and Property Damage Insurance as shall protect the City/Owner from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under the contract, whether such operations be by him/herself or by any subcontractor or by anyone directly or indirectly employed by either of them as described in the minimum amounts listed in the *City of Killeen Community Development Department General Conditions of the Contract for Construction Community Development Block Grant Program and HOME Investment Partnerships Act Program*.

The Bidder shall procure and pay all permits, licenses, and approvals necessary for the execution of this contract prior to the start of work.

In the event of contract award, Bidder shall include an Additional Insured Endorsement naming the City/Owner as additionally insured on all general liability policies associated with the project.

7. Clarification or Objection to Bid Specifications

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, shall be made only by an addendum duly issued. Responses will be answered in the form of an addendum and posted on the City's website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

V. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any bidder orally. **Every request for such interpretation shall be in writing and submitted to the Purchasing Office via the OpenGov e-bidding site prior to January 24, 2023, 3:00 p.m.** There will be no exceptions. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered non-official and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be posted online Demand Star (<http://www.demandstar.com/>), ESD (ESBD) (<http://www.txsmartbuy.com>), and OpenGov E-Bidding site (<https://procurement.opengov.com/portal/killeentexas>). All Addenda so issued shall become part of the contract documents.

VI. RESPONSE AND SUBMISSION OF BID

A state or local unit of government receiving a grant from the Federal Government, which requires contracting for construction or facility improvement, shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds.

- * All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.
- * The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.
- * The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.
- * A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.
- * The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. Contracts may only be awarded to a bidder meeting the minimum specifications and evaluation criteria outlined in the City of Killeen Community Development Department Contractor Certification. **The anticipated date of the notice of award is February 28, 2023.**

1. Bid Security (applies to bids exceeding \$50,000)

Each bid must be accompanied by a certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City/Owner, **in the amount of 10% of the bid.**

Such checks or bid bonds shall be retained a minimum of fifteen (15) days after the opening of bids. Bid bonds or checks remaining will be returned to unsuccessful bidders upon Owner confirmation of bidder certifications, or, if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his bid.

2. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

3. Bid Forms

Each bid must be submitted on the prescribed forms and accompanied by all documents requested on the Bidder's Checklist form. All blank spaces must be filled in, in ink or typewritten and all foregoing Certifications must be fully completed and executed when submitted.

One (1) set of bid documents shall be sealed and submitted, with original signatures and one (1) electronic copy on a flash drive of the entire set of documents, no later than the specified date and hour of the bid opening to:

if submitted by mail or hand delivery to:

City of Killeen
Attn: Purchasing Division
802 N. 2nd Street, Bldg. E 2nd Floor
Killeen, TX 76541

Submit electronically at:

<https://procurement.opengov.com/portal/killeentexas>

4. Submission of Bid

By submitting your bid/proposal, you acknowledge that the City of Killeen will not accept any bid/proposal, or execute any submitted contract in conjunction with a bid/proposal that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor

5. Bid Changes Prior to Bid Opening

Bids and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen Attn: Purchasing Division, 802 N. 2nd Street, Bldg. E 2nd Floor, Killeen, TX 76541.

The names and address of Bidder, the date and hour of the bid opening and the Bid name and number shall be placed on the outside of the envelope.

6. Bids Not Considered

Telegraphic bids will not be considered. However, bids may be modified by written notice provided such notice is received prior to the time and date set for the bid opening.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Acceptance of Subcontracts/Subcontractors

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to be awarded a subcontract under this contract:

- a. Must be acceptable to the City/Owner after verification of the current eligibility status; and
- b. Must comply with applicable certifications included in, but not limited to those certifications contained in Special Conditions for Community Development Department Contracts.

9. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Specifications, Plans, and Contract Documents (including all addenda). The failure or omission of any bidder to examine any forms, instrument, or documents shall in no way relieve any bidder from any obligation with respect to his/her bid.

10. Time of Project Completion

Bidder must agree to commence work on or within ten (10) days after a date to be specified in a written "Notice to Proceed" and to complete project within a maximum of **95 days** of the beginning of Contract start date or Notice to Proceed, whichever is later. Days are defined as a calendar day.

VII. WITHDRAWAL OF BIDS

A bidder may withdraw a bid that has been submitted at any time up to the due date and time of the Bid opening. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at lluciano@killeentexas.gov. All bids shall be valid for a period of ninety (90) days after the bid opening date.

VIII. BID PROTEST

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit a formal protest in writing to the Purchasing Division within two (2) business days after the specified time of the bid opening. The formal written protest must identify the:

- name of bidder contesting the solicitation;
- project name and number; and
- specific grounds for the protest, with all supporting documentation

A response to the protest will be prepared by Purchasing within ten (10) business days of receipt of the protest. All determinations made by the City are final.

IX. REJECTION OF BIDS

(a) The City may reject a bid if:

1. The Bidder misstates or conceals any material fact in the bid, or
2. The bid does not strictly conform to law or the requirements of the bid, or if
3. The bid is conditional, except that the Bidder may qualify his bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section IX(a)3 above.

X. AWARD OF CONTRACT

(a) The contract will be awarded to the lowest responsible bidder "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to perform all obligations fully and reliably for the Contract taking into consideration qualifications and past performance of the Bidder. The following are considered examples of

performance that is not responsible and may lead to a determination that the Bidder is not responsible:

(b)

- * Falsification of information provided in a bid response;
- * Non-observance of safety requirements;
- * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- * Substantial failure to adhere to contractually agreed-upon schedules; and poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- Unit price
- Total bid price
- Terms and discounts
- Delivery date
- Product warranty
- Special needs and requirements of City
- Past experience with product/service
- City's evaluation of the bidder's ability, financial, strength, and ethical standards
- The extent to which the goods or services meet the municipality's needs
- Bidder's past performance
- Demurrage charges, freight costs and mileage
- Estimated costs of supplies, maintenance, etc.
- Estimated surplus value, life expectancy
- Results of testing samples
- Conformity to specifications
- Training requirements, location, etc.
- Location of maintenance facility/service person; ability to provide for minimum down time
- The total long-term cost to the municipality to acquire the bidder's goods or services
- Quality of the bidder's goods or services.
- Reputation of bidder and of bidder's goods and services

- b) If, at the time this Contract is to be awarded, the lowest estimate submitted by a qualified responsible Contractor does not exceed the amount of funds then estimated by the City/Owner as available to finance the Contract, the City/Owner may award the Contract on the estimate submitted combined with such alternate additions or deductions applied in the numerical order in which they are listed in the Bid form, as this produces a net amount, which is within the available funds to finance the Contract.
- c) The City reserves the right to accept any item or group of items of this bid, unless the Bidder qualifies his bid by specific limitation. Reference section IX(a)3 above.
- d) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- e) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid", unless otherwise specified in the Invitation for Bids.

- f) If identical bids are received from two or more bidders and those bids are the lowest and best bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- g) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- h) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

1. Safety Standards and Accident Prevention

With respect to all work performed under this Contract, the Contractor shall:

- a) Comply with the safety standards provisions of applicable laws, building and construction codes and the requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 and the requirements of Title 29 of the Code of Federal Regulations, Chapter XVII Part 1910 Occupational Safety Health, and Standards.
- b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c) Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

2. Texas Workers' Compensation Commission Rule 29 TAC §110.110

The State of Texas requires Workers' Compensation insurance by law for work being performed for a municipality. **The City of Killeen cannot waive this requirement.** Bidder is required to provide worker's compensation insurance for all persons or entities providing service on the project. This would include, but not limited to contractors and sub-contractors. Food and beverage vendors, office supply deliveries, and delivery of portable toilets are not included since those deliveries and labor are not permanently incorporated into the project. The rule affects all building and construction projects, which were advertised for bid after September 1, 1994. The City must retain all workers' compensation certificates for the duration of the project and for three years from the completion of the project. Prior to awarding a contract, Bidder must provide certificate(s) of coverage for all persons and entities.

Contact your insurance agent or call the Texas Workers' Compensation Insurance Fund at **1-800-252-3439**, there may be some relief for you through the Texas Workers' Compensation Insurance Fund. You can also review options and obtain further information through The Texas Department of Insurance web site at:
<http://www.tdi.texas.gov/wc/index.html>

XI. LIQUIDATED DAMAGES, BONDING

1. Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds as required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

2. Liquidated Damages *(not applicable to equipment purchases)*

Liquidated damages represent every day the project is not complete. Bidder agrees to pay as liquidated damages, the sum of **\$300.00** for each consecutive calendar day after the maximum number of contract days stated in the written "Notice to Proceed," with the exception of approved weather days.

3. Performance and Payment Bonding

If the Performance and Payment Bonds are required or voluntarily provided, the successful Contractor must furnish performance and payment bonds from a solvent company authorized to do business in the State of Texas and appearing on the U.S. Treasury list. Such bonds must be on the forms provided by the City of Killeen for one hundred percent (100%) of the contract price, conditioned that the contractor will faithfully perform the contract executed and promptly pay all amounts due to others, in accordance with Chapter 53, Texas Property Code or Chapter 2253, Texas Government Code, as applicable.

Bonding requirements:

-Payment Bonds shall be required for all projects to ensure proper payment for all laborers, subcontracts, materials, or other expenditures incurred to complete the project. Prior to the release of the required retainage, or other such amounts claimed as unpaid by laborers, subcontractors, material providers, etc., by the Owner, Contractor shall submit Affidavits of Release of Lien from all parties participating in the completion of the project.

-For all bid/proposal amounts exceeding \$25,000, Contractor is required to provide Performance Bonds equal to the total contract amount.

-Required bonds shall be delivered with the executed Contract prior to the commencement of any work on the project. The surety on such bond or bonds shall be duly authorized and admitted to do business in the State of Texas and licensed by the State to issue Surety bonds, must meet the requirements of Texas Property Code 53.201 et seq. or Texas government Code 2253 et seq., as applicable, and must be satisfactory to the Owner. The person actually writing and signing the bonds must be a Texas Local Recording Agent who has been duly authorized by the Insurance Company to write and sign bonds on behalf of said Insurance Company, as evidenced by the accompanying power of attorney. All bonds must contain the Local Recording Agent's license number.

If the Insurance Company requirements are not satisfied, the Contractor must procure new bonds within five (5) days of receiving notice from Owner. If the Agent requirements are not satisfied, the bonds shall be returned to the Insurance Company, or Agency, if any, for signature by a Texas local recording agent.

XII. CHANGES IN WORK

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the City/Owner. Total approved change orders for the project shall not exceed twenty five percent (25%) of the original contract amount.

XIII. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

XIV. PAYMENT TERMS

Payment for project will be made by the City of Killeen only upon completion and acceptance of the work by the Owner (refer to paragraph XI-2, Liquidated Damages-Time for Completion) unless otherwise specified in the Agreement between the Owner and Contractor.

When a performance bond is furnished, contractor will be paid in the following manner:

Contractor may receive payment on a monthly draw basis for work actually completed during the preceding thirty (30) day period. Payment will then be based on all work completed less ten percent (10%) retainage, with retainage being released upon final completion and acceptance of the project by City/Owner and receipt of all applicable Affidavits of Release of Lien for all materials, labor and other work completed or supplied by others.

Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this Project during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor

or subcontractor who supervises the payment of wages and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at: <https://www.dol.gov/general/forms> or its successor site.

1. Payment of Prevailing Wage Scale *(not applicable to equipment purchases)*

All employees (including laborers and/or mechanics) will be paid weekly and according to the prevailing Wage Scale for classifications associated with the project as provided for each type of job (classification) listed. Jobs (classification(s)) not listed are to be authorized under the Request for Authorization of Additional Wage Classification and Rate at the time of employment.

2. Certified Payroll Documentation *(not applicable to equipment purchases)*

Contractor and each subcontractor shall submit weekly certified payroll documentation for each week until the contract expires or as extended by authorized weather days. The Prime Contractor is responsible for ensuring that his/her subcontractors submit the required payroll certifications and documentation in a timely manner to avoid delay in payment processing by City/Owner and payment receipt by Contractor/Prime Contractor.

3. Late Payroll Submittals

The City/Owner will issue a Stop Work Notice at such time the Contractor/Prime Contractor and each subcontractor has late payroll submittals/has not submitted required certified payroll documentation. In the event issuance of a Stop Work Notice causes delay in project completion, the delay will be at the fault of the Contractor/Prime Contractor and at no fault of the City/Owner.

XV. TERMINATION OF CONTRACT

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered, or until terminated by either party by written notice in accordance with the General Conditions of the Contract for Construction - CDBG and HOME Programs.

All bidders must state therein the reasons for such cancellation. City/Owner reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

XVI. CONFLICT OF INTEREST

Pursuant to Title 24-Housing and Urban Development Part 570 Community Development Block Grants, 24 CFR 570.611 and 24 CFR 92.356, the federal statutes of Title 2-Office of Management and Budget Guidance on Grant Agreements at 2 CFR 200.317 and 200.318 regarding the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, and procurement of property and services by participating jurisdictions, State recipients, and subrecipients for all proposals for federal grants and/or federal contracts in support (including federal pass-through funding) of housing and community development programs and other jointly sponsored projects submitted on, or after, January 1, 2014.

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen, An explanation of the requirements of Chapter 176 and complete text of the laws are available at: <https://www.ethics.state.tx.us/forms/conflict/>

XVII. GRATUITIES OR KICKBACKS

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity, or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

XVIII. DISCLOSURE OF INTERESTED PARTIES

Texas Government Code Section 2252.908 requires parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016.

Successful bidders shall electronically submit the form at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy on or before a designated date as indicated by City/Owner to be presented prior to Council approval of the Bid award.

This bid contract number is KCD BG20.05

XIX. LAW AND VENUE

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of all lawsuits, causes of actions, claims, or disputes shall be in Bell County, Texas.

XX. ACKNOWLEDGEMENT – “BOYCOTT ISRAEL”

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran,

Sudan or a foreign terrorist organization.

The Bidder, by his signature, represents that he has read the "City of Killeen Terms and Conditions for Federally Funded Community Development Department Projects" and will comply with these terms and conditions.

XXI. ACKNOWLEDGEMENT – "BOYCOTT ENERGY COMPANIES"

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

"Boycott energy company" is defined in Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
- (B) does business with a company described by Paragraph (A).

XXII. ACKNOWLEDGEMENT – "PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMUNITION INDUSTRIES"

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

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III. TERMS AND CONDITIONS

SPECIAL CONDITIONS FOR COMMUNITY DEVELOPMENT DEPARTMENT CONTRACTS

INTRODUCTION: The following special conditions must be included in contracts that are fully or partially paid with CDBG/HOME funds. Some items such as bonding and insurance will also be included elsewhere in the contract documents. CONTRACTOR must comply with bonding and insurance requirements as well as the following Federal requirements.

CONTRACTOR shall comply with all applicable special conditions for Community Development Department Contracts as contained herein, and shall insert appropriate provisions in all sub-contracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of sub-contractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The CONTRACTOR must submit to the City of Killeen within ten (10) days of notification of acceptance of bids, the names and addresses of the sub-contractors the Contractor proposes to utilize on the project in order for the City to approve utilization of said sub-contractors. If other sub-contractors are proposed during the construction phase, their names and addresses are to be submitted prior to utilization for approval.

Incorporated by reference on the attached General Conditions of the Contract for Construction-Community Development Block Grant Program and Home Investment Partnership Act Program are Federal Labor Laws and other federal law language.

I. SPECIAL CONDITIONS FOR ALL CDBG CONTRACTS

A. "Section 3" of the Housing and Urban Development Act of 1968, as amended"

[Required for projects where total amount of federal funding exceeds \$200,000]

This project is funded, in whole or in part, with Federal financial assistance [funding]. Compliance with Section 3 of the Housing and Development Act of 1968, as amended and the regulation implementing Section 3 requires the provision of opportunities for creating economic opportunities for low- and very low-income persons and eligible businesses. The benchmark for Section 3 workers is federally set at 25 *percent* or more of the total number of labor hours worked by all workers on this project. The benchmark for Targeted Section 3 workers is set at 5 *percent* or more of the total number of labor hours worked by all workers on this project. CONTRACTOR understands he/she shall submit, on the form provided, information relative to the employee's self-certification as a Section-3 Worker or Targeted Section-3 Worker; this form will be submitted with the first certified payroll and for each new worker added who provides services or labor for this project.

B. Remedies for Violation or Breach of Contract Terms

The CONTRACTOR understands that all claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as provided by State of Texas law. Venue shall be in the County of Bell, Texas. Failure to timely comply with the contract without approval from the City of Killeen shall be deemed a breach of this agreement and the expenses and costs incurred by the City of Killeen shall be the burden of the Contractor. Disputes regarding the interpretation of this contract shall be resolved in favor of the City of Killeen.

C. Patent and Copyrights

CONTRACTOR understands that the U.S. Department of Housing and Urban Development and the City of Killeen retain patent rights and copyrights on any project, which involves research, developmental, experimental, or demonstration work.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under [37 CFR 401.2\(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

E. Adherence to State Energy Conservation Plan

CONTRACTOR shall recognize and adhere to mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

F. Access to Records (*For all contracts other than those awarded under small purchase procedures*)

CONTRACTOR understands that the City of Killeen and its representatives, the State of Texas, the U.S. Department of HUD, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract, for the purpose of performing audit or project monitoring, and such records shall be subject to examination, copying, excerpting or transcribing.

G. Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708)

(Applies to any contracts in excess of \$100,000.00, which may involve the employment of mechanics or laborers. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of that standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. (This requirement applies to time spent on federally assisted contracts only.) The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous as determined under construction safety and health standards promulgated by the Secretary of Labor.

H. Equal Employment Opportunity Laws compliance under Executive Order 11246, 11375 and supplemental regulations at 41 CFR part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor including:

1. Certification of Non-segregated Facilities (for contracts over \$10,000.00)

2. Title VI, Civil Rights Act of 1964

Affirmatively furthering the policies of the Fair Housing Act

3. Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act.

4. Section 503 of the Rehabilitation Act of 1973 (for contracts \$2,500.00 or over)

5. Age Discrimination Act of 1975

Prohibits against discrimination on the basis of age.

6. Section 504 of the Rehabilitation Act of 1973

Prohibits against discrimination on the basis of disability.

I. ADDITIONAL SPECIAL CONDITIONS FOR ALL CDBG CONSTRUCTION CONTRACTS.

A. Copeland "Anti-Kickback Act"

CONTRACTOR shall comply with the Copeland "Anti-Kickback Act" (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3). No contractor or subcontractor shall induce any person employed in the construction, completion, or repair of public buildings or public work, financed in whole or in part by loans or grants from the United States, by any means, to give up any part of the compensation to which he/she is otherwise entitled. Workers must be paid weekly, and deductions from workers' pay must be permissible, and contractors/subcontractors must submit weekly payrolls and maintain those records for a minimum of three (3) years after completion of the project. The City of Killeen shall report all suspected or reported violations to the U.S. Department of Labor and to the U.S Department of Housing and Urban Development.

B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

CONTRACTOR shall comply with requirements contained in Section 1352 of title 31, United States Code, certifying that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

C. Davis-Bacon Requirements

(CDBG Construction Contracts over \$2,000.00; and Housing Contracts of 8 or more units)

(HOME Housing Construction Contracts of 12 or more units; any amount)

CONTRACTOR shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required

by Federal program legislation all prime construction contracts in excess of \$2,000.00 must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations at 29 CFR Parts 1, 3, 5, 6, and 7). Under this Act Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than once a week and that deductions from workers' pay be permissible. A copy of the applicable prevailing wage rates is included in this solicitation and a decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. Any known changes to these wage rates prior to award of contract, shall be made known to offerors. In addition, Contractors will be required to provide payroll information to the City of Killeen on a weekly basis for verification of compliance. The City of Killeen shall report all suspected or reported violations of this condition to the U.S. Department of Housing and Urban Development and/or the U.S. Department of Labor. ***(See attached wage determination schedule applicable to project) (Does not apply to demolition only activities)***

D. Contract Termination

This contract may be terminated in accordance with section 34 of the City of Killeen Community Development Department General Conditions of the Contract for Construction Community Development Block Grant Program and Home Investment Partnerships Program.

E. Equal Employment Opportunity (*Construction Projects over \$10,000*)

CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Contractor also agrees to ensure that Minority Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

In this regard the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

F. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and EPA Regulations of Non-Exempt Federal Contracts (*Construction Contracts over \$100,000*)

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)); Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738; and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under Non-Exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to HUD and to the USEPA Assistant Administrator for Enforcement (EN-329).

II. RESTRICTION ON ALL PUBLIC WORKS PROJECTS

No Contractor, or subcontractor, of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) may be awarded a contract or a subcontract.

IV. CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

N/A

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

V. CERTIFICATE OF INTERESTED PARTIES – FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Stryker Sales, LLC
Redmond, WA United States

Certificate Number:
2023-974839

Date Filed:
01/23/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF KILLEEN FIRE DEPARTMENT

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

KCDBG22.05
STRYKER QUOTE NO: 10514658 FOR 3 X LIFEPAK 15 V4 Monitor/Defib - Manual & AED FOR BID NO. 23-26 FIRE DEPARTMENT FIREFIGHTING / LIFESAVING EQUIPMENT #22.05

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jennifer Collins - Manager, Strategic Pricing and Contracts, and my date of birth is September 13, 1972.

My address is 11811 Willows Road NE, Redmond, WA, 98052, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in King County, State of Washington, on the 23 day of January, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant) Jennifer Collins - Manager, Strategic Pricing and Contracts

VI. SPECIFICATIONS

General

The City of Killeen Fire Department is seeking bids on monitor/defibrillator devices meeting the following minimum requirements, for a single piece of equipment (product). The Fire Department will purchase as many pieces as practical with the available budget. Bidder should indicate any discount(s) available to City.

Reference included in these specifications indicating a specific name brand item(s), materials, or manufacturers are for EXAMPLE ONLY. Bidder must provide all product information, manufacturer, manufacturer representative contact, drawings-as applicable, installation, maintenance, and warranty information when submitting to obtain approval for “equal” items.

The monitor/defibrillator, is expected to minimally meet all the following criteria for each individual unit:

- A minimum of:

- Six (6) main operating modes:
- AED mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.
- Manual mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.
- Archive mode: for accessing stored patient information. Setup mode: for changing default settings of the operating functions.
- Service mode: for authorized personnel to perform diagnostic tests and calibrations.
- Demo mode: for simulated waveforms and trend graphs for demonstration purposes.

Physical characteristics

Weight:

- Basic monitor/defibrillator with new roll paper and two batteries installed: 17.5 lb. (7.9 kg)
- Fully featured monitor/defibrillator with new roll paper and two batteries installed: 18.5 lb. (8.4 kg)

Lithium-ion battery: ≤1.3 lb. (0.6 kg),

Accessory bags and shoulder strap: 3.9 lb. (1.77 kg),

Standard (hard) paddles: 2.1 lb. (0.95 kg),

Height: 12.5 in (31.7 cm),

Width: 15.8 in (40.1 cm),

Depth: 9.1 in (23.1 cm),

Display

- Size (active viewing area): 8.4 in (212 mm) diagonal; 6.7 in (171 mm) wide x 5.0 in (128 mm) high
- Resolution: display type 640 dot x 480 dot color backlit LCD
- User selectable display mode: full color or SunVue™ or equivalent display high contrast

- Display: a minimum of 5 seconds of ECG and alphanumeric for values, device instructions, or prompts
- Display: up to three waveforms
- Waveform display sweep speed: 25 mm/sec for ECG, SpO2, IP, and 12.5 mm/sec for CO2

Data management

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports and transfer the stored information via supported communication methods.

Report types:

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

Memory capacity: Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events. Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

Communications

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

- Serial Port RS232 communication + 12V available
- Limited to devices drawing maximum 0.5 A current
- Bluetooth® technology provides short-range wireless communication with other blue tooth enabled devices

Monitor

ECG

ECG is monitored via several cable arrangements:

A 3-wire cable is used for 3-lead ECG monitoring.

A 5-wire cable is used for 7-lead ECG monitoring.

A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/ defibrillation/ECG electrodes are used for paddles lead monitoring.

Frequency response:

- Monitor: 0.5 to 40 Hz or 1 to 30 Hz
- Paddles: 2.5 to 30 Hz
- 12-lead ECG diagnostic: 0.05 to 150 Hz

Lead selection:

- Leads I, II, III, (3-wire ECG cable)
- Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, V1, V2, V3, V4, V5, and V6 acquired simultaneously (10-wire ECG cable)

ECG size: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

Durability

- Dual-layer screen protector • Large, shock absorbing handle Reliability
- Upgradeable platform
- Daily, diagnostic self-test monitor/defibrillator

Heart rate display:

- 20–300 bpm digital display
- Accuracy: $\pm 4\%$ or ± 3 bpm, whichever is greater
- QRS Detection Range Duration: 40 to 120 msec
- Amplitude: 0.5 to 5.0 m

Common mode rejection (CMRR): ECG Leads: 90 dB at 50/60 Hz 90 dB at 50/60 Hz

SpO₂/SpCO/SpMet

Sensors:

- MASIMO® sensors including RAINBOW® sensors
- NELLCOR® sensors when used with the MASIMO RED™ MNC adapter

SpO₂

Displayed saturation range: “<50” for levels below 50%; 50 to 100%

Saturation accuracy: 70–100% (0–69% unspecified)

Adults/pediatrics:

± 2 digits (during no motion conditions) ± 3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as SpO₂ pulsations are detected

SpO₂ update averaging rate user selectable: 4, 8, 12 or 16 seconds

SpO₂ sensitivity user selectable: Normal, High

SpO₂ measurement: Functional SpO₂ values are displayed and stored

Pulse rate range: 25 to 240 bpm

Pulse rate accuracy (adults/pediatrics):

± 3 digits (during no motion conditions)

± 5 digits (during motion conditions)

Optional SpO₂ waveform display with autogain control

SpCO®

SpCO concentration display range: 0 to 40%

SpCO accuracy: ± 3 digits

SpMET®

SpMet saturation range: 0 to 15.0%

SpMet display resolution: 0.1% up to 10%

SpMet accuracy: ± 1 digit

NIBP

Blood pressure systolic pressure range: 30 to 255 mmHg

Diastolic pressure range: 15 to 220 mmHg

Mean arterial pressure range: 20 to 235 mmHg

Units: mmHg

Blood pressure accuracy: ± 5 mmHg

Blood pressure measurement time: 20 seconds, typical (excluding cuff inflation time)

Pulse rate range: 30 to 240 pulses per minute

Pulse rate accuracy: ± 2 pulses per minute or $\pm 2\%$, whichever is greater

Operation features initial cuff pressure: User selectable, 80 to 180 mmHg

Automatic measurement time interval: User selectable, from 2 min to 60 min

Automatic cuff deflation excessive pressure: If cuff pressure exceeds 290 mmHg

Excessive time: If measurement time exceeds 120 seconds

CO2

CO2 range: 0 to 99 mmHg (0 to 13.2 kPa)

Units: mmHg, %, or kPa

Respiration rate accuracy:

- 0 to 70 bpm: ± 1 bpm
- 71 to 99 bpm: ± 2 bpm

Respiration rate range: 0 to 99 breaths/minute

Rise time: 190 msec

Response time: 4.3 seconds (includes delay time and rise time)

Initialization time: 30 seconds (typical), 10-180 seconds'

Ambient pressure: automatically compensated internally

Optional display: CO2 pressure waveform

• Scale factors: Auto scale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

Invasive pressure

Transducer type: Strain-gauge resistive bridge

Transducer Sensitivity: $5\mu\text{V/V/mmHg}$

Excitation voltage: 5 Vdc

Connector: Electro Shield: CXS 3102A 14S-6S

Bandwidth: Digital filtered, DC to 30 Hz ($< -3\text{db}$)

Zero drift: 1 mmHg/hr. without transducer drift

Zero adjustment: ± 150 mmHg including transducer offset

Numeric accuracy: ± 1 mmHg or 2% of reading, whichever is greater, plus transducer error

Pressure range: -30 to 300 mmHg, in six user selectable ranges

Invasive pressure display

Display: IP waveform and numerics

Units: mmHg

Labels: P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

Temperature

Range: 76.6° to 113.4°F (24.8° to 45.2°C)

Resolution: 0.1°C

Accuracy: ±0.2°C including sensor

Reusable temperature cable: 5 foot or 10 foot

Disposable sensor types: Surface–Skin; Esophageal/Rectal

Trend

Time scale: Auto, 30 minutes, 1, 2, 4, or 8 hours

Duration: Up to 8 hours

ST segment: After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

Display choice of: HR, PR (SpO₂), PR (NIBP), SpO₂ (%), SpCO (%), SpMet (%), CO₂ (EtCO₂/FiCO₂), RR (CO₂), NIBP, IP1, IP2, ST

Alarms

- **Quick set:** Activates alarms for all active vital signs
- **VF/VT alarm:** Activates continuous (CPSS) monitoring in Manual mode
- **No breath alarm:** Occurs when 30 seconds has elapsed since last detected respiration
- **Heart rate alarm limit range:** Upper, 100–250 bpm; lower, 30–150 bpm

Interpretive algorithm

- **12-Lead interpretive algorithm:** University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

Printer

Prints continuous strip of the displayed patient information and reports

- **Paper size:** 3.9 in (100 mm)
- **Print speed:** 25 mm/sec or 12.5 mm/sec
- Optional: 50 mm/sec time base for 12-lead ECG reports
- Delay: 8 seconds
- Auto print: Waveform events print automatically
- **Frequency response:**
 - Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz
 - Monitor: 0.67 to 40 Hz or 1 to 30 Hz

Defibrillator

- **Biphasic waveform:** Biphasic Truncated Exponential
- **The following specifications apply from 25 to 200 ohms, unless otherwise specified:**
 - **Energy accuracy:** ±1 joule or 10% of setting, whichever is greater, into 50 ohms,

±2 joules or 15% of setting, whichever is greater, into 25-175 ohms.

- **Voltage compensation:** Active when disposable therapy electrodes are attached. Energy output within ±5% or ±1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.
- **Paddle options:** QUIK-COMBO® pacing/ defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly). Standard paddles (optional)

Manual mode

- **Energy select:** 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules
- **Charge time:** Charge time to 360 joules in less than 10 seconds, typical
- **Synchronous cardioversion:** Energy transfer begins within 60 msec of the QRS peak
- **Paddles leads off sensing:** When using QUIK-COMBO electrodes, the device indicates Paddles Leads Off if the resistive part of the patient impedance is greater than 300 ±15% ohms, or if the magnitude of the patient impedance is greater than 440 ±15% ohms.

AED Mode

- **Shock Advisory System™ (SAS):** an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.
- **Shock ready time:** Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is “SHOCK ADVISED”
- **Biphasic output:** Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock
- **cprMAX™ Technology:** In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.
- **Setup options:**
 - Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
 - Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
 - Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
 - Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
 - Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
 - Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
 - CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

Pacer

- **Pacing mode:** Demand or non-demand rate and current defaults
- **Pacing rate:** 40 to 170 PPM
- **Rate accuracy:** $\pm 1.5\%$ over entire range
- **Output waveform:** Monophasic, truncated exponential current pulse (20 ± 1 ms)
- **Output current:** 0 to 200 mA
- **Pause:** Pacing pulse frequency reduced by a factor of 4 when activated
- **Refractory period:** 180 to 270 msec (function of rate)

Environmental

Unit meets functional requirements during exposure to the following environments unless otherwise stated.

- **Operating temperature:** 32° to 113°F (0° to 45°C); -4°F (-20°C) for 1 hour after storage at room temperature; 140°F (60°C) for 1 hour after storage at room temperature
- **Storage temperature:** -4° to 149°F (-20° to 65°C) except therapy electrodes and batteries
- **Relative humidity, operating:** 5 to 95%, noncondensing. NIBP: 15 to 95%, non-condensing
- **Relative humidity, storage:** 10 to 95%, non-condensing
- **Atmospheric pressure, operating:** -1,253 to 15,000 ft (-382 to 4,572 m). NIBP: -500 to 10,000 ft (-152 to 3,048 m)
- **Water resistance, operating:** IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)
- **Vibration:** MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ± 0.15 mm/2 g
- **Shock (drop):** 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces
- **Shock (functional):** Meets IEC 60068-2-27 and MILSTD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses
- **Bump:** 1000 bumps at 15 g with pulse duration of 6 msec
- **Impact, non-operating:** EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.
- **EMC:** EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral
- **Standard:** Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors Cleaning:
- **Cleaning 20 times with the following:** Quaternary ammonium, isopropyl alcohol, hydrogen peroxide
- **Chemical resistance:** 60-hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

Power

- **Power adapters:** AC or DC Power Adapters provide operation and battery charging from external AC or DC power
- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in device must be a minimum of 190 minutes
- Indicators: external power indicator, battery charging indicator
- **Dual battery:** Capability with automatic switching
- **Low battery indication and message:** Low battery fuel gauge indication and low battery message in status area for each battery
- **Replace battery indication and message:** Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

Battery capacity

For two, new fully charged batteries, 68°F (20°C) shall meet the following minimum:

Operating mode Monitoring (minutes) Pacing (minutes) Defibrillation (360J discharges)

Total capacity to shutdown Typical 360 340 420

Minimum 340 320 400

Capacity after low battery

Typical 21 20 30 Minimum 12 10 6

Battery

Battery specifications

- **Battery type:** Lithium-ion Weight: ≤1.3 lb. (0.6 kg)
- **Charge time (with fully depleted battery):** < 190 minutes (typical)
- **Battery indicators:** Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.
- **Charging temperature range:** 41° to 113°F (5° to 45°C)
- **Operating temperature range:** 32° to 113°F (0° to 45°C)
- **Short term (1 week) storage temperature range:** 68° to 77°F (20° to 25°C)
- **Long term (>1 week) storage temperature range:** 68° to 77°F (20° to 25°C)
- **Operating and storage humidity range:** 5 to 95% relative humidity, non-condensing

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VII. BID FORM

CITY OF KILLEEN
Community Development Department
BID PROPOSAL FORM – LUMP SUM CONTRACT

Date: 01/23/2023

BID NUMBER: #23-26

PROJECT: Killeen Fire Department Firefighting/Lifesaving Equipment 22.05

Proposal of STRYKER SALES, LLC (hereinafter called "Contractor") a
CORPORATION (corporation, partnership or individual) doing
business as STRYKER SALES, LLC, as applicable.

To the City of Killeen, Texas (hereinafter called "Owner"):

The Contractor, in compliance with the notice and advertisement for bids for the **KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05/ #23-26 B-22-MC-48-0020, KILLEEN, TEXAS** having examined the written detail describing the desired product and being familiar with all the conditions surrounding the proposed product including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies necessary to complete the Purchase in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below and agrees that claims for additional compensation or extensions of time due to contractor's failure to familiarize itself with the project document or any condition at the project site which might affect the work will not be allowed. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" issued by the Owner and to complete the project within a maximum of **95 DAYS TO COMPLETE** consecutive calendar days thereafter as stipulated in the specifications.

ADDENDA - Bidder acknowledges receipt of the following addenda: *List Addendum number, date issued, and bidder's signature acknowledging receipt.*

Addendum # Date Issued Signature Acknowledging Receipt Addendum # Date Issued Signature Acknowledging Receipt

Addendum #	Date Issued	Signature Acknowledging Receipt	Addendum #	Date Issued	Signature Acknowledging Receipt

PROPOSAL:

Bidder agrees to provide a bid amount for each line item and the portion(s) thereof for a total bid for the line item. The Total Bid will consist of complete successive line items, added/deducted in numerical order, computed to reach the cost of the project within the approved budget amount for all products described in the Bid Documents in place, and ready for use for the following line items:

Priority in accepting/deleting line items is to meet the approved budget. When the Total proposal amount exceeds the approved budget, the Owner may choose to deduct specific line items. The deducted line items accepted will be in numerical/consecutive order.

ITEM(S)	Written Bid Amount	Numerical Bid Amount	TOTAL COST
As specified, Each	FIFTY-THREE THOUSAND, THREE HUNDRED AND SIXTY-NINE DOLLARS AND FORTY-EIGHT CENTS (EA)	\$53,369.48 (EA)	\$160,108.44
Discount for purchase – 2+ each			
Discount for purchase – 4+ each			

The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. The specifications cover the minimum requirements for the product. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder

The above price(s) shall include all labor, materials, permitting, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished product(s) called for.

BIDDER understands the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding.

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

The bidder represents and certifies as part of its bid/offer it:

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned business enterprise. "Women owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

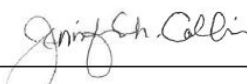
☐ Black Americans ☐ Asian Pacific Americans ☐ Hispanic Americans

☐ Asian Indian Americans ☐ Native Americans ☐ Hasidic Jewish Americans

The Bidder agrees this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this proposal, Bidder will execute a formal purchase order by submittal to the City of Killeen.

Respectfully submitted: SEAL – If bid/quote/estimate is by corporation

 01/23/2023

SIGNATURE Date: Jennifer Collins - Manager, Strategic Pricing and Contracts

PRINTED NAME & TITLE STRYKER SALES, LLC

FIRM 11811 Willows Road NE, Redmond, WA 98052

ADDRESS CITY, STATE, ZIP

BID NUMBER: #23-26

PROJECT: KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05

VIII. BIDDER'S CHECKLIST

BIDDER'S CHECKLIST

BID: #23-26

PROJECT: KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT

Contract #KCDBG22.05

Place a check in each box to the left of the Description to confirm acknowledgement of the complete items that make up the Bid Packet.

BID FORMS	
X	Conflict of Interest Questionnaire
X	Texas Ethics Commission Certificate of Interested Parties Form 1295
X	Bid Form 2 pages





Killeen FD - Monitors x4

Quote Number: 10514658

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: KILLEEN FIRE DEPT

Rep: Marisa Wheeler

Attn:

Email: marisa.wheeler@stryker.com

Phone Number: 586-713-6031

Quote Date: 05/24/2022

Expiration Date: 06/24/2022

Delivery Address

Name: KILLEEN FIRE DEPT

Account #: 1175956

Address: 201 N 28TH ST

KILLEEN

Texas 76541-6298

End User - Shipping - Billing

Name: KILLEEN FIRE DEPT

Account #: 1175956

Address: 201 N 28TH ST

KILLEEN

Texas 76541-6298

Bill To Account

Name: CITY OF KILLEEN

Account #: 1300898

Address: 101 N COLLEGE ST

KILLEEN

Texas 76541-6105

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT, Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	3	\$38,924.10	\$116,772.30
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	3	\$0.00	\$0.00
3.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	3	\$296.02	\$888.06
4.0	11220-000028	LIFEPAK 15 Carry case top pouch	3	\$53.30	\$159.90
5.0	11260-000039	LIFEPAK 15 Carry case back pouch	3	\$76.26	\$228.78
6.0	21996-000109	Titan III WiFi Gateway	3	\$907.74	\$2,723.22
7.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	6	\$433.78	\$2,602.68
Equipment Total:					\$123,374.94

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
8.0	78000171	LIFENET Asset, per device	3	\$784.80	\$2,354.40



Killeen FD - Monitors x4

Quote Number: 10514658

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: KILLEEN FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep: Marisa Wheeler

Email: marisa.wheeler@stryker.com

Phone Number: 586-713-6031

Quote Date: 05/24/2022

Expiration Date: 06/24/2022

#	Product	Description	Qty	Sell Price	Total
9.1	78000639	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	3	\$11,459.70	\$34,379.10
ProCare Total:					\$36,733.50

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$160,108.44

Comments:

Full coverage (parts, labor, travel, batteries), onsite service included on this quote for the 8 year service life of the devices. 7 years paid coverage +1 year warranty.

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

Purchase & Sale Agreement

Date:

Contract Number
Customer Number

Customer

Effective Date

Contact Name

Expiration Date

Address

City, State, Zip

Sales Representative

This Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date entered above by and between Customer and Stryker Sales, LLC, a Michigan corporation, through its Medical division ("Stryker").

RECITALS

- I. Stryker is engaged in the manufacture and supply of medical equipment, data management products, and related supporting equipment and accessories ("Products").
- II. Customer provides healthcare services which, from time to time require the use of Products supplied by Stryker and Customer intends to acquire these products from Stryker.
- III. The parties enter into this Agreement to identify the terms and conditions upon which Stryker will make its Products available to Customer.

NOW, THEREFORE, Customer and Stryker agree as follows:

1. **Terms of Sale.** The purpose of this Agreement is to allow Customer access to Products at discounted pricing, based on Customer's agreement to meet the Conditions set forth in Paragraph 2.
Conditions. Intentionally omitted.
2. **Term.** This Agreement begins on the Effective Date and will expire on the Expiration Date listed above. Thereafter, and subject to the provisions below headed, "Termination", this Agreement shall automatically renew from month to month for a period of up to three (3) months. This Agreement will then terminate in its entirety, unless extended by mutual agreement of the Parties.
3. **Pricing.** Stryker extends to Customer an offer to purchase the Products described in Exhibit "A" at the net prices therein indicated. Not more frequently than annually, Stryker may adjust the prices for Products in an amount not to exceed three percent (3%) of the then-current price. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods covered by this document. Taxes will be invoiced in addition to the price of the goods covered by this document unless Stryker received a copy of a valid exemption certificate prior to delivery.

-
4. **Authorized Purchasers.** If Customer is affiliated with certain other facilities involved in the delivery of healthcare services, those facilities are identified in Exhibit "B". The parties intend that the terms of this Pricing Agreement be extended to the facilities identified in Exhibit "B".
 5. **Payment.** Stryker will invoice on shipment. Customer shall pay Stryker's invoice net thirty (30) days from invoice date.
 6. **Minimum Order Quantity.** Stryker requires a minimum order of \$200.00.
 7. **Shipping and Delivery.** Delivery shall be F.O.B. Destination, freight prepaid and added to the invoice. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. Delivery dates are approximate and governed by the provisions in the paragraph entitled "Delays" below.
 8. **Delays.** Delivery dates are approximate. Stryker will not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Stryker and Customer's Agreement and delivery dates shall be extended for the length of such delay.
 9. **Inspections.** Within 30 days of receipt of a shipment, Customer shall notify Stryker of any claim for Product damage or nonconformity. Stryker, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of paragraph entitled "Returned Products" below. Payment of Stryker's invoice is not contingent on immediate correction of nonconformities.
 10. **Warranty.** Stryker provides a Limited Warranty on its Products, the current warranty is set forth at Exhibit "C". STRYKER DISCLAIMS ANY IMPLIED WARRANTY ON ANY PRODUCTS. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, STRYKER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Stryker reserves the right to modify this warranty for future purchases.
 11. **Returned Product.** Stryker will accept the return of any Product under any of the following circumstances:
 - a) the Product is shipped in error;
 - b) the Product is shipped after the Product's expiration date;
 - c) the Product is received by the Customer in a damaged, defective, or nonconforming condition;
 - d) Supplier specifically authorizes the return of the Product; or
 - e) the Product is recalled and must be removed from the market.

Stryker will accept the return of any Product for a full credit if Customer returns the Product to Stryker (a) within 30 working days from the date the Customer receives the Product, or (b) within 30 working days from the date the Customer receives notice of recall, if applicable. Customer acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

If Customer desires to return a Product, Customer must call its local Stryker representative or Stryker's regional sales office for information on credit or replacement of any purchased and non-expired Product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the Product to Stryker in its original packaging, unopened, and undamaged, except for Product(s) that are received by in a damaged, defective, or nonconforming condition, which Products may be returned in their existing condition. Stryker will not accept the return of a non-defective and conforming Product if Customer breaks the security seal on the Product.
 12. **Authorized Distributor.** Customer may make purchases under this Agreement through an authorized distributor. Should Customer elect to use a distributor to make purchases, Customer shall identify the distributor in writing to Stryker. On the condition that such distributor agrees in writing

to: (i) identify on a purchase order or other written document its purchases for Customer; (ii) to ship such Product(s) only to Customer; and (iii) to otherwise accept the terms of this Agreement, Stryker will extend the terms of this Agreement to the distributor.

13. **Patent Indemnity.** Upon receipt of prompt notice from Customer and with Customer's authority and assistance, Stryker agrees to defend, indemnify and hold Customer harmless against any claim that the Stryker Products covered by this Agreement directly infringe any United States Patent.
14. **No Resale.** Customer agrees that Products purchased hereunder will not be resold to third parties or reshipped to any persons or places prohibited by the laws of the United States of America.
15. **Intellectual Property.** Through the purchase of Stryker Products, Customer does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products. Customer expressly agrees not to reverse engineer or decompile Products or related software and information.
16. **Confidentiality.** The terms of this Agreement are confidential. Neither party shall disclose confidential information to any third party without the prior written consent of the other party, except where such disclosure is required by law.
17. **Product Training and Support.** Stryker will make appropriate training and education available to physicians, nurses and Customer staff regarding the safe and effective use of Stryker's Products as mutually agreed upon by the parties.
18. **Independent Parties.** The relationship between the parties is that of independent contracting parties. Stryker shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Stryker in any manner.
19. **Choice of Law.** The rights and obligations of Stryker and Customer related to this Agreement shall be governed by the laws of the state where Customer is headquartered. In the event of a dispute, the other party shall reimburse all costs and expenses incurred by the substantially prevailing party related to enforcement of its rights under this Agreement including reasonable attorneys' fees.
20. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be settled by binding arbitration before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall take place in Seattle, Washington, or in the city where Customer is headquartered, and shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each party shall bear an equal share of the arbitrator's fee and administrative fees, however, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including reasonable attorneys' fees of the substantially prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
21. **Notice.** Any notice to be given by either party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail, return receipt requested, postage prepaid. Notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.
22. **Compliance with Federal and State Confidentiality Laws.** Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties further acknowledge that Stryker may be obligated to Customer to adhere to the business associate requirements of the Standards for

Privacy of Individually Identifiable Health Information ("HIPAA Privacy Regulation") published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.

23. **Compliance with Laws.** The parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.
24. **New Technology Pricing.** As mandated by federal laws and regulations, Stryker does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Stryker will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.
25. **Contract Reference.** Orders placed under this Agreement shall make reference to the Contract Number above.
26. **Assignment.** This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.
27. **Limitation of Liability.** Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.
28. **Force Majeure.** Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of the party obligated to perform including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from its usual sources.
29. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
30. **Authority.** The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.
31. **Entire Agreement.** Stryker agrees to furnish the Products ordered by Customer subject to the terms of this Agreement which reflect the complete agreement between Stryker and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by writing signed by each of the parties.
32. **Non-waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default
33. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.
34. **Termination.** Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:
 - a. A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within 30 days of written notice of the breach;
 - b. The insolvency or bankruptcy of the other party;

-
- c. Thirty (30) days prior written notice to the other party.
35. **Signatures.** This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereby indicate their agreement to the terms of this Purchase and Sale Agreement by the signatures of their authorized representatives.

Stryker Sales, LLC

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

Return to:

Stryker Emergency Care
Attn: Contracts Department MS 4S
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723
Fax: (425) 867-4970

On execution, please scan and return to uscontracts@stryker.com. Thank you.

Exhibit A
Products and Pricing

Exhibit B
Facilities

Exhibit C
Warranty

Limited warranty

Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years	
<ul style="list-style-type: none"> Evacuation chair 	
8 years	
<ul style="list-style-type: none"> LIFEPAK® CR2 defibrillator 	<ul style="list-style-type: none"> HeartSine® samaritan® PAD automated external defibrillator
7 years	
<ul style="list-style-type: none"> Welds on Stair-PRO® stair chair, Power-PRO™ XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system 	
5 years	
<ul style="list-style-type: none"> LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications) 	<ul style="list-style-type: none"> LIFEPAK 20e defibrillator/monitor LIFEPAK 1000 defibrillator
3 years	
<ul style="list-style-type: none"> McGRATH™ MAC EMS video laryngoscope 	<ul style="list-style-type: none"> Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)
2 years	
<ul style="list-style-type: none"> Stair-PRO (parts only) Power-LOAD (parts only) Performance-PRO XT (parts only) Performance-LOAD Power-PRO XT Power-PRO IT 	<ul style="list-style-type: none"> SMRT™ power charger (Power-PRO XT) CodeManagement Module® LIFEPAK CR2 Trainer LIFEPAK 1000 Trainer HeartSine samaritan Trainer HeartSine Gateway
1 year	
<ul style="list-style-type: none"> Stair-PRO (parts and labor) Power-LOAD (parts and labor) Performance-PRO XT (parts and labor) MX-PRO® R3 x-frame ambulance cot MX-PRO bariatric transport cot Expendable components for Power-PRO and Performance-PRO XT (i.e. mattresses, restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods) SMRT power paks LIFEPAK 15 LIFEPAK Certified Pre-Owned defibrillators 	<ul style="list-style-type: none"> LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps LIFEPAK 500T AED Training System LIFEPAK CR-T AED Training System LIFEPAK 20e internal battery system Battery charging systems and power adapters Batteries and battery paks, excluding CHARGE-PAK™ battery charger MASIMO® SET® Rainbow® reusable sensors TrueCPR® coaching device

* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days	
<ul style="list-style-type: none"> MASIMO cables and SET SpO₂ sensors 	
90 days	
<ul style="list-style-type: none"> CHARGE-PAK charging unit LIFEPAK advanced cardiac life support training devices Sterilizable internal paddles (one-piece design) 	<ul style="list-style-type: none"> Installed repair parts All other product accessories and disposables
30 days	
<ul style="list-style-type: none"> Internal paddles and paddle handles (two-piece design) 	

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com



Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com



Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden



HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. MSC#17382 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.):	
	E-MAIL ADDRESS:		
INSURED Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570091339668**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31274722	02/01/2022	02/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
	GENERAL AGGREGATE	\$3,000,000						
	PRODUCTS - COMP/OP AGG	\$3,000,000						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg-Self Insd <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 312744 22	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31274322 AOS MWXS31274522 Excess WC - MI SIR applies per policy terms & conditions	02/01/2022 02/01/2022	02/01/2023 02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE HOLDER**CANCELLATION**

Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570091339668



LIFEPAK[®] 15

monitor/defibrillator



For emergency medical services



When you respond to emergencies, you need the most advanced monitor/defibrillator that sets the standard in innovation, operations and toughness.



The LIFEPAK 15 monitor/defibrillator delivers

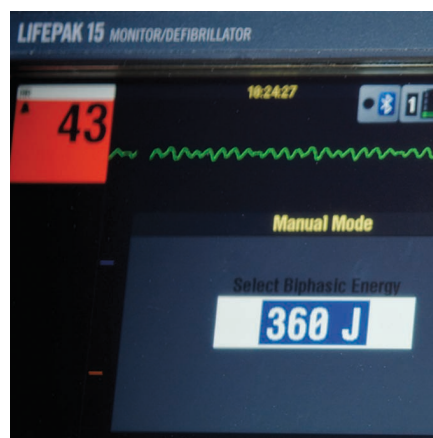
Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK 15 monitor/defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. Evolving from its original platform, the LIFEPAK 15 features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.

A LIFEPAK device never stands on its own—and the LIFEPAK 15 monitor is no different. Physio-Control is committed to providing innovative solutions for emergency response care, from first responders to throughout the hospital.

Our products have helped save tens of thousands of lives. We're proud to continue this work with the features in the LIFEPAK 15 monitor/defibrillator.

The standard in clinical innovation

The pioneer in portable defibrillation and monitoring technology, Physio-Control is committed to creating technologies and devices that change the way you provide emergency care. You can see the results in the latest version of the LIFEPAK 15 monitor/defibrillator, which sets the standard in innovation—yet again.



Advanced monitoring parameters

With more monitoring capabilities than any other monitor/defibrillator, the LIFEPAK 15 gives you EtCO₂ with continuous waveform capture. Masimo® Rainbow® technology helps you detect hard-to-diagnose conditions



and improve patient care with noninvasive monitoring of carbon monoxide, SpO₂ and methemoglobin. In addition, the LIFEPAK 15 offers temperature monitoring—and like other data, you can transmit it to other systems, trend it, or display for post-event review in CODE-STAT™ data review software.

Advanced support for treating cardiac patients

The LIFEPAK 15 continuously monitors all 12 leads in the background and alerts you to changes using the ST-Segment trend monitoring feature, after acquiring the initial 12-lead. Additionally, STJ values are included on the 12-lead printout to help you identify changes. The LIFEPAK 15 also works seamlessly with the web-based LIFENET System 5.0, so you can automatically share critical patient data with multiple patient care teams.

Full energy up to 360 joules, for every patient who needs it

The LIFEPAK 15 monitor/defibrillator features 360J biphasic technology, which gives you the option of escalating your energy dose up to 360J for difficult-to-defibrillate patients. Why is this necessary? Recent studies have shown that refrillation is common among VF cardiac arrest patients and that defibrillation of recurring episodes of VF is increasingly difficult. A randomized controlled clinical trial shows the rate of VF termination was higher with an escalating higher energy regimen of 200J and over.¹

Proven CPR guidance and post event review

The CPR Metronome in the LIFEPAK 15 monitor uses audible prompts to guide you without distracting vocal critique. A metronome has been a feature that has been demonstrated to help professionals perform compressions and ventilations within the recommended range of the 2015 AHA Guidelines. Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4} And by transmitting code data directly to CODE-STAT Data Review software, EMS personnel can review CPR statistics and provide training and feedback where it is most needed.



Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4}

The standard in operational effectiveness

Flexible, connected and easy to use, the LIFEPAK 15 monitor/defibrillator was designed based on the feedback and needs specific to working in the field.

Dual-mode LCD screen with SunVue™ display

Switch from full-color to high-contrast SunVue mode with a single touch for the best full-glare view in the industry. A large screen (8.4 inches diagonally) and full-color display provide maximum viewability from all angles.

Flexible power options

Choose between external worldwide AC or DC power, or use the latest Lithium-ion dual battery technology for up to six hours of power. The LIFEPAK 15 monitor's two-battery system requires no maintenance or conditioning, and allows you to charge batteries in the device. In addition, you can track the status and service life of your batteries using LIFENET® Asset, part of the LIFENET System data network.

Data connectivity

The LIFEPAK 15 collects code summaries and equipment status data along with critical clinical information as you treat patients. Using LIFENET Connect, part of the LIFENET System data network, the code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software. Your equipment manager can also view equipment status on the LIFENET System 5.0 using LIFENET Asset and alert you to any potential issues.

Upgradable platform

The LIFEPAK 15 platform is flexible enough to adapt to evolving protocols and new guidelines, and can be upgraded as you're ready to deliver new capabilities. With more processing power and speed, the LIFEPAK 15 is designed to grow as your needs change, helping you avoid costly premature replacements.

Attention to detail

The LIFEPAK 15 monitor is designed based on field feedback to make it a more effective tool. The LIFEPAK 15 has a larger handle for easier handoffs, an easy to clean keypad, and a common interface to the LIFEPAK 12 defibrillator/monitor that helps reduce training.

Code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software.



LIFEPAK 15 MONITOR/DEFIBRILLATOR



- ON
- ENERGY SELECT
- CHARGE
- PACER
- RATE
- CURRENT
- PULSE

in the presence of flammable gases.
For use only by qualified personnel.

The standard in toughness

We believe LIFEPAK equipment should live up to the highest expectations of those working in the harshest settings. The LIFEPAK 15 is LIFEPAK TOUGH™, with improved ruggedness and durability you can rely on.

Works when dropped, kicked, soaked or dirty

The LIFEPAK 15 monitor/defibrillator passes 30-inch drop tests, which is equal to falling off a cot or dropping it in transit. And with an IP44 rating, it doesn't matter how wet or dirty it gets, so you can keep working in steady wind, rain and other harsh environments.

Toughened inside and out

We heard from emergency response teams that they wanted a tougher device—so we added a shock-absorbing handle, a double-layer screen that can take a beating from doorknobs and cot handles, and redesigned cable connections for confident monitoring and therapy delivery.

Unmatched field service

The unit's self-checking feature alerts our service team if the device needs attention. Our on site maintenance and repair, access to original manufacturer parts, and highly trained, experienced service representatives give you the peace of mind that your LIFEPAK 15 monitor will be ready when you need it.*



Data connectivity



LIFEPAK TOUGH™



Dual-mode LCD screen with SunVue display

*A variety of customized service options are available.



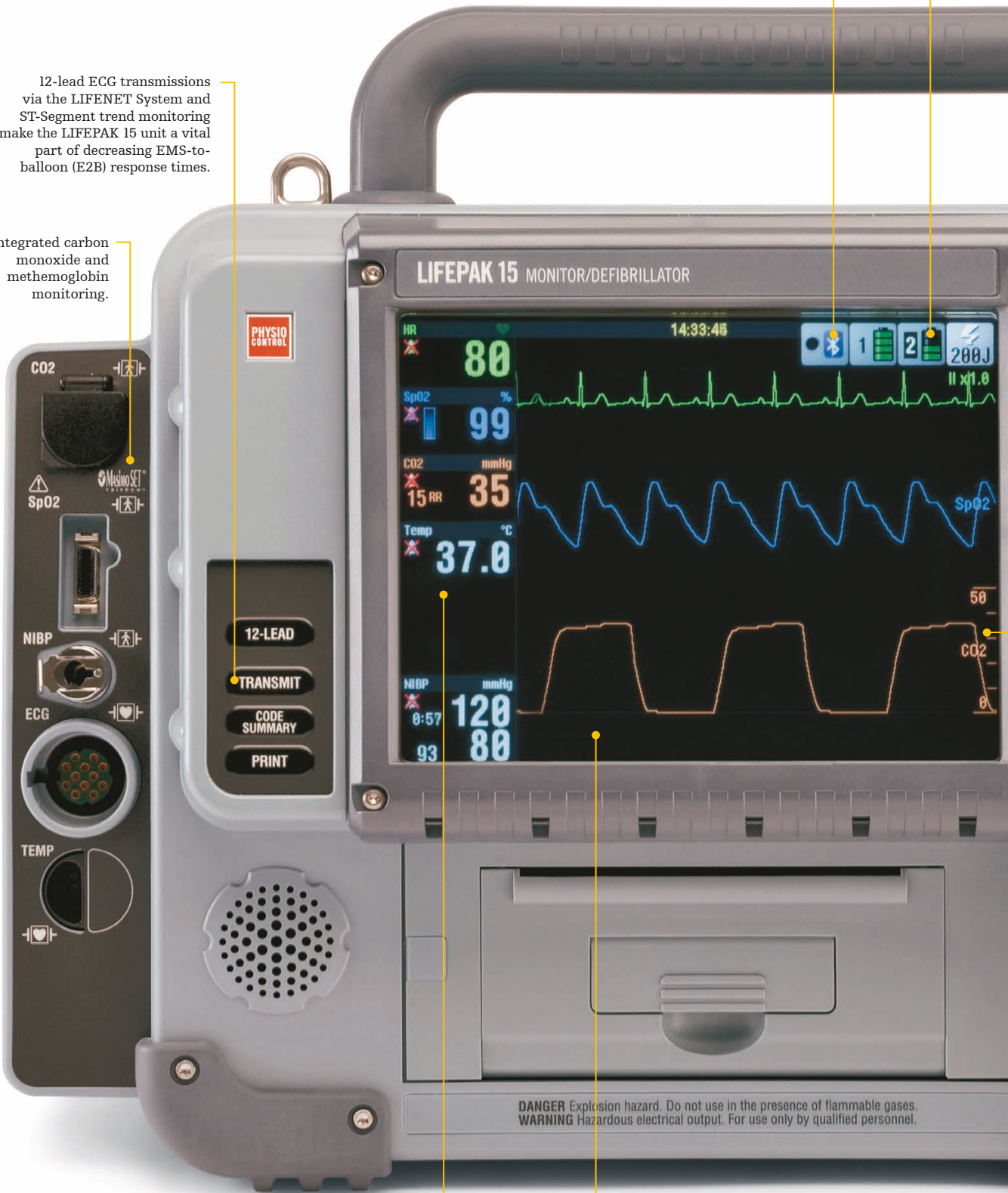
LIFEPAK 15 monitor/defibrillator

The latest lithium-ion battery technology and dual battery system allows for nearly six hour run time, automatic switching between external power and batteries and an approximate two-year replacement cycle.

Easy one-touch Bluetooth® data transmission.

12-lead ECG transmissions via the LIFENET System and ST-Segment trend monitoring make the LIFEPAK 15 unit a vital part of decreasing EMS-to-balloon (E2B) response times.

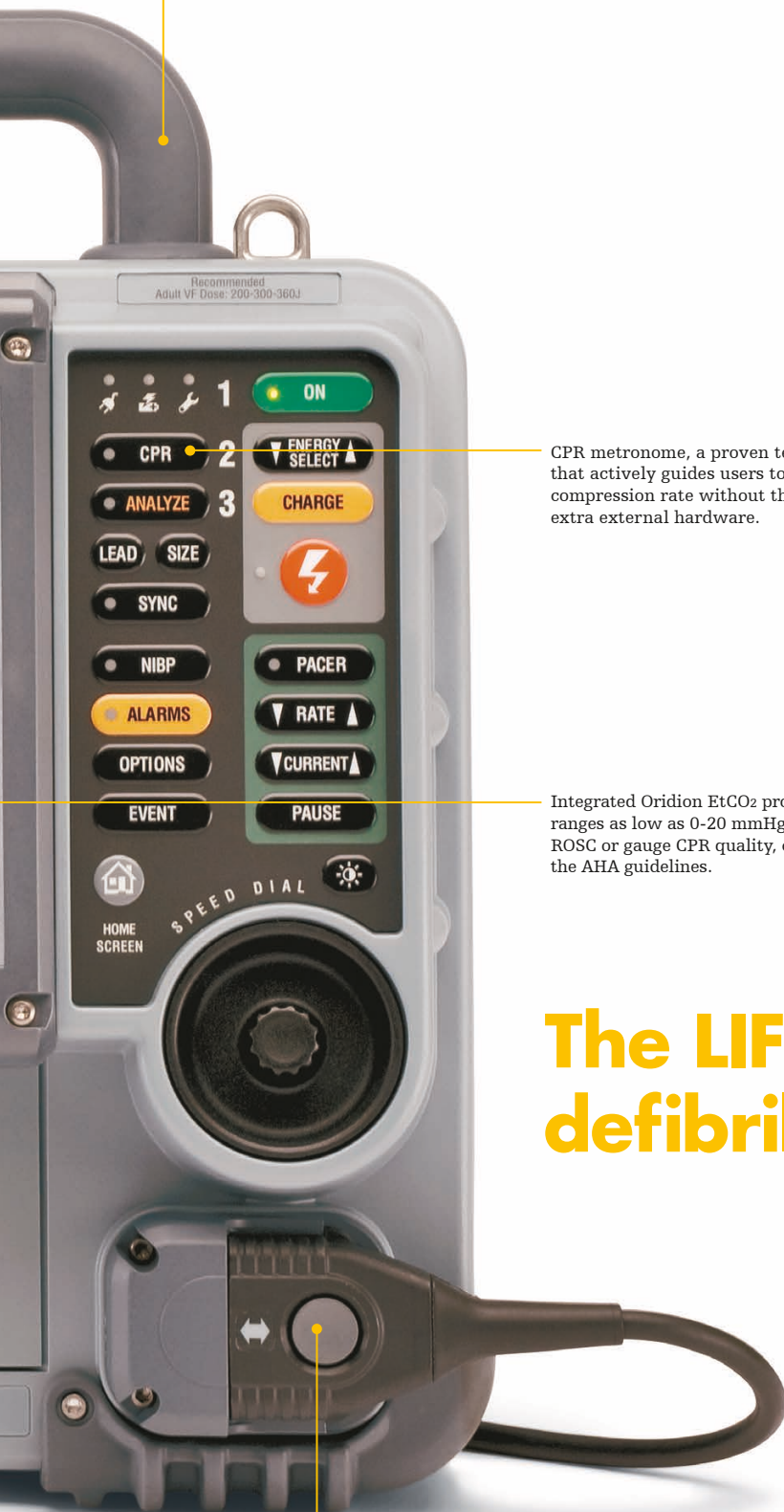
Integrated carbon monoxide and methemoglobin monitoring.



On-screen temperature display in either Celsius or Fahrenheit.

Large screen for better visibility and easy monitoring and one touch to switch from LCD color view to SunVue™ mode for best viewing in sunlight.

Ergonomically designed handle has built-in shock absorbers for cushion and fits two gloved hands for easy pass off.



CPR metronome, a proven technology that actively guides users to a consistent compression rate without the need for extra external hardware.

Integrated Oridion EtCO₂ provides waveform ranges as low as 0-20 mmHg to help identify ROSC or gauge CPR quality, consistent with the AHA guidelines.

The LIFEPAK 15 monitor/defibrillator at a glance

Redesigned cable connector for confidence in secure therapy delivery.



For six decades, Physio-Control has been developing technologies and designing devices that are legendary among first response professionals, clinical care providers, and the community.





A legacy of trust

Since we were founded in 1955, Physio-Control has been giving medical professionals around the world legendary quality and constant innovation. Our LIFEPAK devices have been carried to the top of Mount Everest. They've been launched into orbit on the International Space Station. And you'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.

We are inspired and informed by the rescuers who choose our products to save lives. The knowledge gained from working with some of the world's largest EMS organizations helps us constantly improve clinical standards and durability.

Today, we continue our legacy of innovation with leading technologies that improve patient care. Our 360J biphasic technology gives patients the best chance at survival. Our secure, web-based flow of ECG data helps improve STEMI patient outcomes. And our carbon monoxide monitoring helps catch the number one cause of poisoning deaths.

From the streets to the emergency room to the administrative office, we offer a powerful suite of solutions that range from code response to quality control analysis. And even as we bring ground-breaking products to the market, some things don't change. As always, when you choose our products, you don't just get a device. You also get the most comprehensive warranty in the business, industry-leading technical service, and a partner with six decades of experience in emergency care.

For more information about the LIFEPAK 15 monitor/defibrillator—and how it can help you do what you do best—please contact your local Physio-Control representative or visit www.physio-control.com.

Specifications

General

The LIFEPAK 15 monitor/defibrillator has six main operating modes:
AED mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.
Manual mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.
Archive mode: for accessing stored patient information.
Setup mode: for changing default settings of the operating functions.
Service mode: for authorized personnel to perform diagnostic tests and calibrations.
Demo mode: for simulated waveforms and trend graphs for demonstration purposes.

Physical characteristics

Weight:
• Basic monitor/defibrillator with new roll paper and two batteries installed: 17.5 lb (7.9 kg)
• Fully featured monitor/defibrillator with new roll paper and two batteries installed: 18.5 lb (8.4 kg)
Lithium-ion battery: ≤1.3 lb (0.6 kg)
Accessory bags and shoulder strap: 3.9 lb (1.77 kg)
Standard (hard) paddles: 2.1 lb (0.95 kg)
Height: 12.5 in (31.7 cm)
Width: 15.8 in (40.1 cm)
Depth: 9.1 in (23.1 cm)

Display

Size (active viewing area): 8.4 in (212 mm) diagonal; 6.7 in (171 mm) wide x 5.0 in (128 mm) high
Resolution: display type 640 dot x 480 dot color backlit LCD
User selectable display mode: full color or SunVue™ display high contrast
Display: a minimum of 5 seconds of ECG and alpha- numerics for values, device instructions, or prompts
Display: up to three waveforms
Waveform display sweep speed: 25 mm/sec for ECG, SpO2, IP, and 12.5 mm/sec for CO2

Data management

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.
The user can select and print reports, and transfer the stored information via supported communication methods.

Report types:
• Three format types of CODE SUMMARY™ critical event record: short, medium, and long
• 12-lead ECG with STEMI statements
• Continuous Waveform (transfer only)
• Trend Summary
• Vital Sign Summary
• Snapshot

Memory capacity: Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events. Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

Communications

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.
• Serial Port RS232 communication + 12V available
• Limited to devices drawing maximum 0.5 A current
• Bluetooth® technology provides short-range wireless communication with other Bluetooth-enabled devices

Monitor

ECG
ECG is monitored via several cable arrangements:
A 3-wire cable is used for 3-lead ECG monitoring.
A 5-wire cable is used for 7-lead ECG monitoring.
A 10-wire cable is used for 12-lead ECG acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.
Standard paddles or QUIK-COMBO pacing/defibrillation/ECG electrodes are used for paddles lead monitoring.
Frequency response:
• Monitor: 0.5 to 40 Hz or 1 to 30 Hz
• Paddles: 2.5 to 30 Hz
• 12-lead ECG diagnostic: 0.05 to 150 Hz

Lead selection:
• Leads I, II, III, (3-wire ECG cable)
• Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)
• Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)
• Leads I, II, III, AVR, AVL, AVF, V1,V2,V3,V4,V5, and V6 acquired simultaneously (10-wire ECG cable)

ECG size: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)
Heart rate display:
• 20–300 bpm digital display
• Accuracy: ±4% or ±3 bpm, whichever is greater
• QRS Detection Range Duration: 40 to 120 msec
• Amplitude: 0.5 to 5.0 m

Common mode rejection (CMRR): ECG Leads: 90 dB at 50/60 Hz
SpO2/SpCO/SpMet
Sensors:
• MASIMO® sensors including RAINBOW® sensors
• NELLCOR® sensors when used with the MASIMO RED™ MNC adapter

SpO2
Displayed saturation range: “<50” for levels below 50%; 50 to 100%
Saturation accuracy: 70–100% (0–69% unspecified)
Adults/pediatrics:
±2 digits (during no motion conditions)
±3 digits (during motion conditions)
Dynamic signal strength bar graph
Pulse tone as SpO2 pulsations are detected
SpO2 update averaging rate user selectable: 4, 8, 12 or 16 seconds
SpO2 sensitivity user selectable: Normal, High
SpO2 measurement: Functional SpO2 values are displayed and stored

Pulse rate range: 25 to 240 bpm
Pulse rate accuracy (adults/pediatrics):
±3 digits (during no motion conditions)
±5 digits (during motion conditions)
Optional SpO2 waveform display with autogain control

SpCO*
SpCO concentration display range: 0 to 40%
SpCO accuracy: ±3 digits
SpMET*
SpMet saturation range: 0 to 15.0%
SpMet display resolution: 0.1% up to 10%
SpMet accuracy: ±1 digit

NIBP
Blood pressure systolic pressure range: 30 to 255 mmHg
Diastolic pressure range: 15 to 220 mmHg
Mean arterial pressure range: 20 to 235 mmHg
Units: mmHg
Blood pressure accuracy: ±5 mmHg
Blood pressure measurement time: 20 seconds, typical (excluding cuff inflation time)
Pulse rate range: 30 to 240 pulses per minute
Pulse rate accuracy: ±2 pulses per minute or ±2%, whichever is greater

Operation features initial cuff pressure: User selectable, 80 to 180 mmHg
Automatic measurement time interval: User selectable, from 2 min to 60 min
Automatic cuff deflation excessive pressure: If cuff pressure exceeds 290 mmHg
Excessive time: If measurement time exceeds 120 seconds
CO2
CO2 range: 0 to 99 mmHg (0 to 13.2 kPa)
Units: mmHg, %, or kPa
Respiration rate accuracy:
• 0 to 70 bpm: ±1 bpm
• 71 to 99 bpm: ±2 bpm
Respiration rate range: 0 to 99 breaths/minute
Rise time: 190 msec
Response time: 3.3 seconds (includes delay time and rise time)
Initialization time: 30 seconds (typical), 10-180 seconds
Ambient pressure: automatically compensated internally
Optional display: CO2 pressure waveform
• Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

Invasive pressure
Transducer type: Strain-gauge resistive bridge
Transducer Sensitivity: 5µV/V/mmHg
Excitation voltage: 5 Vdc
Connector: Electro Shield: CXS 3102A 14S-6S
Bandwidth: Digital filtered, DC to 30 Hz (< -3db)
Zero drift: 1 mmHg/hr without transducer drift
Zero adjustment: ±150 mmHg including transducer offset
Numeric accuracy: ±1 mmHg or 2% of reading, whichever is greater, plus transducer error
Pressure range: -30 to 300 mmHg, in six user selectable ranges
Invasive pressure display
Display: IP waveform and numerics
Units: mmHg
Labels: P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)
Temperature
Range: 76.6° to 113.4°F (24.8° to 45.2°C)
Resolution: 0.1°C
Accuracy: ±0.2°C including sensor
Reusable temperature cable: 5 foot or 10 foot
Disposable sensor types: Surface–Skin; Esophageal/Rectal
Trend

Time scale: Auto, 30 minutes, 1, 2, 4, or 8 hours
Duration: Up to 8 hours
ST segment: After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement
Display choice of: HR, PR (SpO2), PR (NIBP), SpO2 (%), SpCO (%), SpMet (%), CO2 (EtCO2/FiCO2), RR (CO2), NIBP, IPI, IP2, ST

Alarms

Quick set: Activates alarms for all active vital signs
VF/VT alarm: Activates continuous (CPSS) monitoring in Manual mode
No breath alarm: Occurs when 30 seconds has elapsed since last detected respiration
Heart rate alarm limit range: Upper, 100–250 bpm; lower, 30–150 bpm

Interpretive algorithm

12-Lead interpretive algorithm: University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

Printer

Prints continuous strip of the displayed patient information and reports
Paper size: 3.9 in (100 mm)

Print speed: 25 mm/sec or 12.5 mm/sec

- Optional: 50 mm/sec time base for 12-lead ECG reports

Delay: 8 seconds

Autoprint: Waveform events print automatically

Frequency response:

- Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz
- Monitor: 0.67 to 40 Hz or 1 to 30 Hz

Defibrillator

Biphasic waveform: Biphasic Truncated Exponential

The following specifications apply from 25 to 200 ohms, unless otherwise specified:

Energy accuracy: ±1 joule or 10% of setting, whichever is greater, into 50 ohms, ±2 joules or 15% of setting, whichever is greater, into 25-175 ohms.

Voltage compensation: Active when disposable therapy electrodes are attached. Energy output within ±5% or ±1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

Paddle options: QUIK-COMBO® pacing/defibrillation/ECG electrodes (standard). Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

Manual mode

Energy select: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

Charge time: Charge time to 360 joules in less than 10 seconds, typical

Synchronous cardioversion: Energy transfer begins within 60 msec of the QRS peak

Paddles leads off sensing: When using QUIK-COMBO electrodes, the device indicates Paddles Leads Off if the resistive part of the patient impedance is greater than 300 ±15% ohms, or if the magnitude of the patient impedance is greater than 440 ±15% ohms.

AED Mode

Shock Advisory System™ (SAS): an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

Shock ready time: Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is “SHOCK ADVISED”

Biphasic output: Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock

cprMAX™ Technology: In AED mode, cprMAX™ technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

Setup options:

- Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

Pacer

Pacing mode: Demand or non-demand rate and current defaults

Pacing rate: 40 to 170 PPM

Rate accuracy: ±1.5% over entire range

Output waveform: Monophasic, truncated exponential current pulse (20 ± 1 ms)

Output current: 0 to 200 mA

Pause: Pacing pulse frequency reduced by a factor of 4 when activated

Refractory period: 180 to 280 msec (function of rate)

Environmental

Unit meets functional requirements during exposure to the following environments unless otherwise stated.

Operating temperature: 32° to 113°F (0° to 45°C); -4°F (-20°C) for 1 hour after storage at room temperature; 140°F (60°C) for 1 hour after storage at room temperature

Storage temperature: -4° to 149°F (-20° to 65°C) except therapy electrodes and batteries

Relative humidity, operating: 5 to 95%, non-condensing. NIBP: 15 to 95%, non-condensing

Relative humidity, storage: 10 to 95%, non-condensing

Atmospheric pressure, operating: -1,253 to 15,000 ft (-382 to 4,572 m). NIBP: -500 to 10,000 ft (-152 to 3,048 m)

Water resistance, operating: IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

Vibration: MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ±0.15 mm/2 g

Shock (drop): 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

Shock (functional): Meets IEC 60068-2-27 and MIL-STD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses

Bump: 1000 bumps at 15 g with pulse duration of 6 msec

Impact, non-operating: EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.

EMC: EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral

Standard: Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

Cleaning: Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

Chemical resistance: 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

Power

Power adapters: AC or DC

Power Adapters provide operation and battery charging from external AC or DC power

- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in LIFEPAK 15 device is 190 minutes
- Indicators: external power indicator, battery charging indicator

Dual battery: Capability with automatic switching

Low battery indication and message: Low battery fuel gauge indication and low battery message in status area for each battery

Replace battery indication and message: Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

Battery capacity

For two, new fully-charged batteries, 68°F (20°C)

Operating mode	Defibrillation (360J discharges)			
	Monitoring (minutes)	Pacing (minutes)		
Total capacity to shutdown	Typical	360	340	420
	Minimum	340	320	400
Capacity after low battery	Typical	21	20	30
	Minimum	12	10	6

Battery

Battery specifications

Battery type: Lithium-ion

Weight: ≤1.3 lb (0.6 kg)

Charge time (with fully depleted battery): 4 hours and 15 minutes (typical)

Battery indicators: Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

Charging temperature range: 41° to 113°F (5° to 45°C)

Operating temperature range: 32° to 113°F (0° to 45°C)

Short term (<1 week) storage temperature range: -4° to 140°F (-20° to 60°C)

Long term (>1 week) storage temperature range: 68° to 77°F (20° to 25°C)

Operating and storage humidity range: 5 to 95% relative humidity, non-condensing

References

1. Stiell I, Walker R, Nesbitt L, et al. Biphasic Trial: A randomized comparison of fixed lower versus escalating higher energy levels for defibrillation in out-of-hospital cardiac arrest. *Circulation*. 2007;115:1511-1517.
2. Edelson D, Litzinger B, Arora V, et al. Improving in-hospital cardiac arrest process and outcomes with performance debriefing. *Arch Intern Med*. 2008;168:1063-1069.
3. Olasveengen T, Wik L, Kramer-Johansen J, et al. Is CPR quality improving? A retrospective study of out-of-hospital cardiac arrest. *Resuscitation*. 2007;75:260-266.
4. Fletcher D, Galloway R, Chamberlain D, et al. Basics in advanced life support: A role for download audit and metronome. *Resuscitation*. 2008;78:127-134.

All claims valid as of August 2018.

Physio-Control is now part of Stryker.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.668.8323 (Canada) or visit our website at www.physio-control.com

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CITY OF KILLEEN
Community Development Department
BID PROPOSAL FORM – LUMP SUM CONTRACT

Date: 1/26/2023

BID NUMBER: #23-26

PROJECT: Killeen Fire Department Firefighting/Lifesaving Equipment 22.05

Proposal of GOODMAN MAXWELL, LLC (hereinafter called "Contractor") a
 _____ (corporation, partnership or individual) doing
 business as _____, as applicable.

To the City of Killeen, Texas (hereinafter called "Owner"):

The Contractor, in compliance with the notice and advertisement for bids for the **KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05/ #23-26 B-22-MC-48-0020, KILLEEN, TEXAS** having examined the written detail describing the desired product and being familiar with all the conditions surrounding the proposed product including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies necessary to complete the Purchase in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below and agrees that claims for additional compensation or extensions of time due to contractor's failure to familiarize itself with the project document or any condition at the project site which might affect the work will not be allowed. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" issued by the Owner and to complete the project within a maximum of **95 DAYS TO COMPLETE** consecutive calendar days thereafter as stipulated in the specifications.

ADDENDA - Bidder acknowledges receipt of the following addenda: *List Addendum number, date issued, and bidder's signature acknowledging receipt.*

Addendum # Date Issued Signature Acknowledging Receipt Addendum # Date Issued Signature Acknowledging Receipt

Addendum #	Date Issued	Signature Acknowledging Receipt	Addendum #	Date Issued	Signature Acknowledging Receipt

PROPOSAL:

Bidder agrees to provide a bid amount for each line item and the portion(s) thereof for a total bid for the line item. The Total Bid will consist of complete successive line items, added/deducted in numerical order, computed to reach the cost of the project within the approved budget amount for all products described in the Bid Documents in place, and ready for use for the following line items:

Priority in accepting/deleting line items is to meet the approved budget. When the Total proposal amount exceeds the approved budget, the Owner may choose to deduct specific line items. The deducted line items accepted will be in numerical/consecutive order.

ITEM(S)	Written Bid Amount	Numerical Bid Amount	TOTAL COST
As specified, Each	THIRTY THREE THOUSAND ONE HUNDRED NINETY FIVE AND SIXTY EIGHT CENTS	\$33,195.68	\$33,195.68
Discount for 3% purchase - 2+ each	THIRTY TWO THOUSAND ONE HUNDRED NINETY NINE AND EIGHT ONE CENTS	\$32,199.81	\$32,199.81
Discount for 6% purchase - 4+ each	THIRTY ONE THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS AND NINETY CENTS	\$31,535.90	\$31,535.90

The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. The specifications cover the minimum requirements for the product. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder

The above price(s) shall include all labor, materials, permitting, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished product(s) called for.

BIDDER understands the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding.

SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

The bidder represents and certifies as part of its bid/offer it:

(a) ☒ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☒ is, ☐ is not a women-owned business enterprise. "Women owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☒ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

☒ Black Americans ☐ Asian Pacific Americans ☐ Hispanic Americans
☐ Asian Indian Americans ☐ Native Americans ☐ Hasidic Jewish Americans

The Bidder agrees this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this proposal, Bidder will execute a formal purchase order by submittal to the City of Killeen.

Respectfully submitted: SEAL – If bid/quote/estimate is by corporation

Lauren Maxwell President
SIGNATURE Date:

Lauren Maxwell President
PRINTED NAME & TITLE

GOODMAN MAXWELL, LLC
FIRM

2704 Bluejay Dr Killeen, TX 76549
ADDRESS CITY, STATE, ZIP

BID NUMBER: #23-26

PROJECT: KILLEEN FIRE DEPARTMENT FIREFIGHTING/LIFESAVING EQUIPMENT 22.05

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

GOODMAN MAXWELL, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Lauren Maxwell
Signature of vendor doing business with the governmental entity

1/24/2023
Date

Keith Foxx

From: Lorianne Luciano
Sent: Wednesday, February 1, 2023 10:12 AM
To: Jim Kubinski; Cinda Hayward; James Schambers
Cc: Rashawn L. Smith; Leslie Hinkle
Subject: FW: Bid for #23-26

Well folks, Stryker will need to be awarded the bid because Goodman Maxwell cannot even supply the product.

See email below.

Thanks,

Lorianne Luciano

Director of Procurement and Contract Management

City of Killeen

O: (254) 501-7729

F: (254) 501-6308

From: LAUREN MAXWELL <Lauren@goodmanmaxwell.com>
Sent: Wednesday, February 1, 2023 10:00 AM
To: Lorianne Luciano <lluciano@killeentexas.gov>
Subject: Re: Bid for #23-26

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know that the content is safe. Never enter your password or other sensitive information on linked web pages contained in this email unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk at 254-501-8900.

Good morning Ms. Luciano,

The company I was going to buy from told me yesterday they are out of stock on the batteries for the model I provided in my bid response and did not have a date as to when the batteries would be back in stock. So they were unable to provide me with a quote for the monitor/defibrillators. Therefore, Goodman Maxwell LLC will have to withdraw from this bid.

We are sorry for any inconvenience this may have caused your organization.

Kind regards,

Lauren Maxwell

GOODMAN MAXWELL, LLC
2704 Bluejay Drive
Killeen, TX 76549
Office Phone: (254) 300-1341
Cell Phone: (630) 797-0329
lauren@goodmanmaxwell.com

From: Lorianne Luciano <lluciano@killeentexas.gov>
Sent: Tuesday, January 31, 2023 1:27 PM
To: LAUREN MAXWELL <Lauren@goodmanmaxwell.com>
Subject: RE: Bid for #23-26

Good Afternoon,

Below is the pricing received from each vendor, however I do have additional questions in relation to your bid submission. Can you please submit a quote for the products and pricing you submitted? Can you tell me if warrant and or a service agreement is offered with the products?

Stryker - \$53,369.48 EA
Goodman Maxwell - \$33,195.68

Thank you,

Lorianne Luciano
Director of Procurement and Contract Management
City of Killeen
O: (254) 501-7729
F: (254) 501-6308

From: LAUREN MAXWELL <Lauren@goodmanmaxwell.com>
Sent: Monday, January 30, 2023 12:05 PM
To: Lorianne Luciano <lluciano@killeentexas.gov>
Subject: Re: Bid for #23-26

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Good morning Ms. Luciano,

Did you finalize the bid tabulations for Bid# 23-26?

Kind regards,

Lauren Maxwell

GOODMAN MAXWELL, LLC
2704 Bluejay Drive
Killeen, TX 76549
Office Phone: (254) 300-1341
Cell Phone: (630) 797-0329
lauren@goodmanmaxwell.com

From: LAUREN MAXWELL <Lauren@goodmanmaxwell.com>
Sent: Thursday, January 26, 2023 3:18 PM
To: lluciano@killeentexas.gov <lluciano@killeentexas.gov>
Subject: Bid for #23-26

Kind regards,

Lauren Maxwell

GOODMAN MAXWELL, LLC
2704 Bluejay Drive
Killeen, TX 76549
Office Phone: (254) 300-1341
Cell Phone: (630) 797-0329
lauren@goodmanmaxwell.com