



Purchasing Department

11/19/19

Williamson County Commissioners Court

Re: Sole Source recommendation for Stryker Medical

Dear County Judge and Commissioners,

Recently our Emergency Medical Services (EMS) Department made a request for a contract with Stryker Medical for ProCare Services to service their products. These actions require qualification as a **sole source purchase of ProCare Services for OEM parts and exclusive use of certain proprietary tools for diagnostics and repairs. These services are supplied only by Stryker Medical who is the owner, and the only provider of this service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Mike Knipstein, EMS Director
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items/services and amendment

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

Tarrik Wilson

Area Director of Field Service

3800 E. Centre Avenue

Portage, MI 49002

P 765 278 1179

tarrik.wilson@stryker.com

Memo

To: Whom it May Concern
From: Tarrik Wilson
Date: May 30, 2019
Re: Stryker ProCare as a Sole Source Service Provider

The purpose of this memorandum is to confirm that Stryker Medical is the original equipment manufacturer for all Stryker patient care bed and stretcher products, and Stryker ProCare is the sole factory-authorized, full-service contract supplier for all parts and service

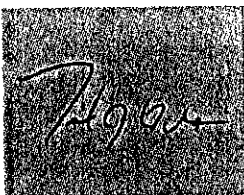
All parts are either manufactured at Stryker Medical or manufactured by an outside supplier specifically for Stryker. Stryker employs its own Field Service Team (ProCare) to perform maintenance on our products, using only new OEM parts for each repair.

In addition, the ProCare Team utilizes proprietary diagnostic tools and software when servicing Stryker powered equipment. All tooling is calibrated, documented, and controlled through Stryker Medical headquarters in Portage, MI. Calibration records and training records are available upon request.

All service repairs are documented, tracked, and reviewed by Stryker Medical's Quality Team for compliance. In addition, the Food & Drug Administration (FDA) & other government agencies audit ProCare records to ensure only the highest level of safety for our customers. PM and service history documentation is available upon request.

Should you have any further questions, please feel free to contact the undersigned at 765-278-1179 for tarrik.wilson@stryker.com.

Sincerely,



Tarrik Wilson

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

ADDENDUM

- **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** Stryker agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Stryker which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Stryker agrees that customer shall have access during normal working hours to all necessary Stryker facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. customer shall give Stryker reasonable advance notice of intended audits.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-249) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Williamson County EMS, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date after receipt by the Williamson County Auditor's Office. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

SERIAL NUMBER SHEET

| Item No. | Model | Serial Number | Program |
|----------|-------|---------------|----------------|
| 1 | 6506 | 140141391 | EMS Prevent NB |
| 2 | 6506 | 160140279 | EMS Prevent NB |
| 3 | 6506 | 180539801 | EMS Prevent NB |
| 4 | 6506 | 111139766 | EMS Prevent NB |
| 5 | 6506 | 111139767 | EMS Prevent NB |
| 6 | 6506 | 120839906 | EMS Prevent NB |
| 7 | 6506 | 130339299 | EMS Prevent NB |
| 8 | 6506 | 140141390 | EMS Prevent NB |
| 9 | 6506 | 170740386 | EMS Prevent NB |
| 10 | 6506 | 170839130 | EMS Prevent NB |
| 11 | 6506 | 170839131 | EMS Prevent NB |
| 12 | 6506 | 170839132 | EMS Prevent NB |
| 13 | 6506 | 170839300 | EMS Prevent NB |
| 14 | 6506 | 180539802 | EMS Prevent NB |
| 15 | 6506 | 180539803 | EMS Prevent NB |
| 16 | 6506 | 180539804 | EMS Prevent NB |
| 17 | 6506 | 180539805 | EMS Prevent NB |
| 18 | 6390 | 160639170 | EMS Prevent NB |
| 19 | 6390 | 170440633 | EMS Prevent NB |
| 20 | 6390 | 170240752 | EMS Prevent NB |
| 21 | 6390 | 170240751 | EMS Prevent NB |
| 22 | 6390 | 170440634 | EMS Prevent NB |
| 23 | 6390 | 180441210 | EMS Prevent NB |
| 24 | 6390 | 180441216 | EMS Prevent NB |
| 25 | 6390 | 180439531 | EMS Prevent NB |
| 26 | 6390 | 180439532 | EMS Prevent NB |
| 27 | 6390 | 180441215 | EMS Prevent NB |
| 28 | 6252 | 170640845 | EMS Prevent NB |
| 29 | 6252 | 170639162 | EMS Prevent NB |
| 30 | 6252 | 170639161 | EMS Prevent NB |
| 31 | 6252 | 170639160 | EMS Prevent NB |
| 32 | 6252 | 080640884 | EMS Prevent NB |
| 33 | 6252 | 080640883 | EMS Prevent NB |
| 34 | 6252 | 080640882 | EMS Prevent NB |
| 35 | 6252 | 080640881 | EMS Prevent NB |
| 36 | 6506 | 1906003500770 | EMS PM Only |
| 37 | 6506 | 1906003500771 | EMS PM Only |
| 38 | 6506 | 1906003500772 | EMS PM Only |
| 39 | 6506 | 1906003500773 | EMS PM Only |
| 40 | 6390 | 1905003400545 | EMS PM Only |
| 41 | 6390 | 1905003400449 | EMS PM Only |
| 42 | 6390 | 1905003400544 | EMS PM Only |
| 43 | 6390 | 1905003400547 | EMS PM Only |
| 44 | 6252 | 1906010000118 | EMS PM Only |
| 45 | 6252 | 1908010000089 | EMS PM Only |
| 46 | 6506 | 1906003500770 | EMS Prevent NB |
| 47 | 6506 | 1906003500771 | EMS Prevent NB |
| 48 | 6506 | 1906003500772 | EMS Prevent NB |
| 49 | 6506 | 1906003500773 | EMS Prevent NB |
| 50 | 6390 | 1905003400545 | EMS Prevent NB |
| 51 | 6390 | 1905003400449 | EMS Prevent NB |
| 52 | 6390 | 1905003400544 | EMS Prevent NB |
| 53 | 6390 | 1905003400547 | EMS Prevent NB |
| 54 | 6252 | 1906010000118 | EMS Prevent NB |
| 55 | 6252 | 1908010000089 | EMS Prevent NB |

Sales Rep Name: Jordan Costello
ProCare Service Rep: Chris Valencia

3800 E. Centre Ave
Portage, MI 49009

Date: 9/30/2019
ID #: 190930154105

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1284096
Account Name: Williamson County EMS
Account Address: 303 Martin Luther King St
City, State Zip: Georgetown, TX 78627

Name: Kirk Becker
Title: Support Services
Phone: (512) 430-0991
Email: kbecker@wilco.org

PROCARE COVERAGE

| Item No. | Model Number | Model Description | ProCare Program | Qty | Yrs | | Total |
|----------|--------------|-------------------|-----------------|-----|-----|--|-------------|
| 1 | 6506 | Power Cots | EMS Prevent NB | 21 | 2 | | \$37,773.25 |
| 2 | 6390 | Power-LOAD | EMS Prevent NB | 14 | 2 | | \$38,184.00 |
| 3 | 6252 | Stair Chair | EMS Prevent NB | 10 | 2 | | \$3,528.00 |
| 4 | 6506 | Power Cots | EMS PM Only | 4 | 2 | | \$996.00 |
| 5 | 6390 | Power-LOAD | EMS PM Only | 4 | 2 | | \$1,592.00 |
| 6 | 6252 | Stair Chair | EMS PM Only | 2 | 2 | | \$258.00 |

PROGRAM INCLUDES:

EMS Prevent NB:

- *Includes parts, labor, travel
- *Includes 1 annual PM inspection
- *Includes unscheduled service and product equipment checklists.
- *Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

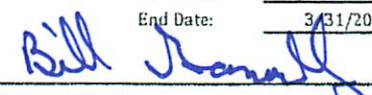
EMS PM Only:

- *Includes 1 annual PM only.

| | | |
|--|--------------------|--------------------|
| | ProCare Total | \$82,331.25 |
| | Discount | 15% |
| | FINAL TOTAL | \$69,981.56 |

Start Date: 4/1/2020
End Date: 3/31/2022

 10/17/19
Stryker Signature Date

 11/19/19
Customer Signature Date

Purchase Order Number (MUST INCLUDE HARD COPY)

☐ Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.



Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services. This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all Sole Source Justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☒ This request form completed and signed
- ☒ A written quote from the supplier, listing the goods, services and pricing
- ☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item needed.
- ☒ Notarized Sole Source affidavit completed by the supplier
- ☒ Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.

Requestor Name and County Office/Department:

Requestor Title and Phone Number: Mike Knipstein - EMS Director
(512) 943-1264

Requested Single Sole Source Supplier:

Company Name: Stryker Medical
Contact Name: Tarrick Wilson
Address: 3800 E. Centre Ave
City, State, Zip: Portage, MI 49802
Phone Number: (765) 278-1179
Email: tarrick.wilson@stryker.com
Website: stryker.com

Is the recommended supplier the manufacturer? Yes? No?

Does the manufacturer sell the item(s) through distributors? Yes? No?

Description of the Product or Service: (If additional space is needed, include in a separate page)
Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.

Stryker Corp is the only party authorized to sell Stryker ProCare Protect + Prevent
service agreements. Stryker ProCare is the sole factory-authorized, full-service
contract supplier for all parts + services. ProCare utilizes proprietary diagnostic tools +
software when servicing Stryker powered equipment.

Schedule: Identify the date items are needed to be delivered, or month work is to be performed.
Please be specific and do not use "ASAP": May 2020

Estimated Cost: \$ 69,981.56

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☒ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed:
 - ☐ To be compatible or interchangeable with existing hardware
 - ☐ As a spare or replacement hardware
 - ☐ For the repair or modification of existing hardware
 - ☐ For technical evaluation or testing

- ☒ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed? If so, please list and describe such attempts: No.

- ☒ There is a substantial risk in selecting another product or service provider. If so, please describe: If a different vendor is used we will still need to have Stryker fix broken items + provide parts.

- ☒ It is not possible to obtain competitive bids for consideration. If so, why: Stryker Performance is the sole factory-authorized, full-service contract supplier for all parts + service.

- ☐ Are there any other companies who can provide the services or needed items? If so, please list and provide explanation of why they were unable to meet the requirements: _____

- ☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process: _____
- _____
- _____
- ☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.): _____
- _____
- _____

ACKNOWLEDGEMENT

- ☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.
- ☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: October 16, 2019

Signature*: _____

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.



ProCare[®] Services
3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

| | |
|----------|----------------------------------|
| To: | Whom it may concern |
| Subject: | Emergency Care Parts and Service |
| Date: | Oct 15, 2019 |

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or supplied to Stryker by approved vendors.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: CR Plus, LIFEPAK, LUCAS, Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holder.

Copyright © 2019 Stryker
Mkt Lit-1630 03 JUL 2018 Rev C



Williamson County Emergency Medical Services

To Respect, Care and Serve



October 16, 2019

Randy Barker
Purchasing Agent
Williamson County Purchasing

Re: Letter of Recommendation for ProCare Services by Stryker Inc.

Mr. Barker,

Please accept this letter as my formal recommendation that Williamson County accept Stryker Inc. as the sole source supplier for Stryker ProCare Service.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Knipstein".

Mike Knipstein
Director
Williamson County EMS