

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

STRYKER SALES CORPORATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Stryker Sales Corporation, ("Contractor"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "Parties").

WHEREAS, County desires that Contractor provide Product as will be more specifically described in "Exhibit A" attached hereto as and incorporated by reference in this Agreement; and

WHEREAS, Contractor represents that it is qualified and desires to provide Product; and WHEREAS, the Texas County Purchasing Act, §262.024 exempts from competitive bidding contracts that are sole Source items;

WHEREAS, it has been determined that this purchase is one for which the item is available only from a sole source;

WHEREAS, Contractor is the sole manufacturer of the Product as indicated by the letter attached hereto as "Exhibit B" and incorporated by reference; and

WHEREAS, § 262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Subject to this Agreement, Contractor will render Product to County as described in Exhibit A.

Section 2. Compensation and Payment

2.1 Contractor's fees shall be calculated at the rates set forth in and paid in accordance with the terms and provision set forth in Exhibit A. The Maximum Compensation for contract services is Three Hundred Six Thousand Nine Hundred-Five dollars and 29/100 (\$306,905.29). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

2.2 Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit A.

2.3 All performance of the services by Contractor including any changes in the services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

2.4 County will pay based on the following procedures: Upon completion of each Service Event, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fbctx.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 3. Limit of Appropriation

3.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Six Thousand Nine Hundred-Five dollars and 29/100 (\$306,905.29) specifically allocated to fully discharge any and all liabilities County may incur.

3.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Six Thousand Nine Hundred-Five dollars and 29/100 (\$306,905.29).

3.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

Section 4. Public Information Act

Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such

information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 5. Indemnity

The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.

Section 6. Applicable Law; Arbitration; Attorney Fees

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.

Section 7. Certain State Law Requirements for Contracts

The contents of this Section are required by Texas Law and are included by County regardless of content.

- a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to § 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.

Section 8. Modifications and Waivers

The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear in this Agreement and Exhibit A.

Section 9. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORTBEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 10. Use of Customer Name

Contractor may use County's name without County's prior written consent only in any of Contractor's customer lists, any other use must be approved in advance by County.

Section 11. Conflict

In the event there is a conflict between this Agreement and the Agreement, this Agreement controls.

Section 12. Understanding, Fair Construction

By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

Section 13. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 14. Electronic and Digital Signatures

The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Ownership

Upon payment of invoice, County shall own the Product. Therefore, any restriction on resale to third parties is hereby deleted.

Section 17. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

FORT BEND COUNTY



County Judge KP George
KP George, County Judge

January 24, 2023
Date



ATTEST:



Laura Richard, County Clerk

STRYKER SALES CORPORATION



Authorized Agent – Signature


Timothy Garza
Authorized Agent- Printed Name

Account Manager
Title

1-13-2023
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 306,905.29 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Contractor's Quote Number: 10612149
Exhibit B: Sole Source Letter

Exhibit A



PowerPro XT (QTY 7), PowerLoad (QTY 6), and Stair Chairs (QTY 5)

Quote Number: 10612149

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: FORT BEND COUNTY EMS

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 12/07/2022

Expiration Date: 01/30/2023

Delivery Address

Name: FORT BEND COUNTY EMS

Account #: 1273335

Address: 4332 HIGHWAY 36 S

ROSENBERG

Texas 77471

End User - Shipping - Billing

Name: FORT BEND COUNTY EMS

Account #: 1273335

Address: 4332 HIGHWAY 36 S

ROSENBERG

Texas 77471

Bill To Account

Name: FORT BEND COUNTY CLERK

Account #: 1243031

Address: 301 JACKSON ST

RICHMOND

Texas 77469-3108

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	6	\$23,909.60	\$143,457.60
2.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	7	\$21,917.64	\$153,423.48
4.0	6252000000	Stair-PRO Model 6252	5	\$3,716.19	\$18,580.95
4.1	7777881660	1 year parts, labor & travel			
4.2	6252009001	Stair-Pro Operations Manual			
4.3	6250001162	In-Service Video (DVD)			
4.4	6252026000	Common Components			
4.5	6250021000	2 Piece ABS Panel Seat			
4.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
4.7	6252022000	Main Frame Assy Option			
4.8	6250024000	Standard Length Lower LiftHandles			
4.9	6252027000	Footrest Option			
4.10	6252024000	No IV Clip Option			
Equipment Total:					\$315,462.03

Trade In Credit:



PowerPro XT (QTY 7), PowerLoad (QTY 6),
and Stair Chairs (QTY 5)

Quote Number: 10612149

Version: 1

Prepared For: FORT BEND COUNTY EMS

Attn:

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Tim Garza

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 12/07/2022

Expiration Date: 01/30/2023

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PPXT	TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERPRO XT	5	-\$2,500.00	-\$12,500.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$3,943.26
Grand Total:	\$306,905.29

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>.

Exhibit B



Zac Jordan
Sr. Manager – Brand Marketing
Stryker

Re: 2021 Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 lb.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SMRT, Stryker. 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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Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

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
Portage, MI United States

Certificate Number:
2023-970640

Date Filed:
01/10/2023

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

Fort Bend County

Date Acknowledged:
01/24/2023

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.

18690
For the purchase of stretchers and load systems.

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 _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)