

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
MedWheels Inc. (“Contractor”)  
for  
AED Supplies and Accessories  
MA 8300 GA180000051**

This Contract is between MedWheels Inc. having offices at 1322 E. Houston Street, San Antonio, TX 78205 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date executed by the City. Solicitation requirements are met by using Contractor’s BuyBoard Contract No. 530-17.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 Exhibit A, Supplemental Terms
- 1.1.3 BuyBoard Contract No. 530-17

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 Supplemental Terms as referenced in Section 1.1.2
- 1.2.3 BuyBoard Contract No. 530-17 as referenced in Section 1.1.3

**1.3 Quantity.** Orders will be placed on an as-needed basis. There are no minimum order quantities.

**1.4 Term of Contract.** The Contract shall be in effect until May 31, 2020.

**1.5 Compensation.** The Contractor shall be paid upon successful delivery of goods, for a total Not-to-Exceed amount of \$1,200,000 including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**MedWheels Inc.**

Jane Gonzalez

Printed Name of Authorized Person

*Jane Gonzalez*

Signature

President & CEO

Title:

5/11/18

Date:

**CITY OF AUSTIN**

Erin D'Vincent

Printed Name of Authorized Person

*Erin D'Vincent*

Signature

Procurement Specialist IV

Title:

*5.11.18*

Date:

Exhibit A - Supplemental Terms

**EXHIBIT A  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

1. **INSURANCE:** Insurance is required.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767  
[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2. **DELIVERY REQUIREMENTS:**

- A. Delivery is to be made within the number of calendar days mutually agreed upon after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

**EXHIBIT A  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

3. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed or emailed to the address listed on the delivery order.

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

4. **RESTOCKING FEES:**

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

5. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following way:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
- B. Two (2) copies of the list upon which the discounts are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days after written notification. The City reserves the right to refuse any list revision.

**EXHIBIT A  
CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.
6. **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:
- [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
7. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Karen Bitzer

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512-974-4131

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[Karen.Bitzer@austintexas.gov](mailto:Karen.Bitzer@austintexas.gov)

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Phone: 800.695.2919

Fax: 800.211.5454

Email:  
info@buyboard.com[Administration](#)[RFQ](#)[Reports](#)[Shopping Cart](#)Welcome **Erin** [ [Log Off](#) ]

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First Aid, Emergency Medical, and

Athletic Trainer Supplies and

Equipment[X]

**Vendor Name:** Medwheels Inc**Address:** 1322 E Houston

San Antonio, TX 78205

**Phone Number:** (210) 533-9457**Email:** jgonzalez@medwheels.com**Website:** <http://www.medwheels.com>**Federal ID:** 20-3011832**Contact:** Jane Gonzalez**Accepts RFQs:** Yes**Minority Owned:** Yes**Women Owned:** Yes**Service-Disabled Veteran Owned:** No**Certificate Number:** 1203011832200**Certifying Agency:** State of Texas / Texas Comptroller of Public Accounts**EDGAR:** Yes**Contract Name:** First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment**Contract Description:** Full line of first aid supplies, equipment & furniture; athletic training & rehabilitation equipment furniture, and supplies, emergency medical equipment and supplies; pharmaceuticals & vaccines; audiology equipment and hearing aids; service/repair & installation**Contract#:** 530-17**Effective Date:** 06/01/2017**Expiration Date:** 05/31/2020**Payment Terms:** 1% in 10/Net 30 days**Delivery Days:** 20**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.**Quote Reference Number:** 530-17**Return Policy:** Manufacturers warranty, restocking fee

### Contract Documents

**EDGAR Notice:** [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

April 26, 2017

**Sent Via E-mail:** jgonzalez@medwheels.com

Jane Gonzalez  
Medwheels Inc  
1322 E Houston  
San Antonio, TX 78205

**Re:** Notice of The Local Government Purchasing Cooperative Award

**Proposal Name and Number:** First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, Proposal No. 530-17

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 6/1/2017 through 5/31/2018, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 530-17 on the following website: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

Finally, your proposal was awarded based on a number of factors, one was the marketing strategy you outlined in your response. The BuyBoard does provide some co-branding resources to assist in your marketing efforts if interested.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas  
Director of Cooperative Procurement  
v.3.17



April 26, 2017

**Sent Via E-mail:** [jgonzalez@medwheels.com](mailto:jgonzalez@medwheels.com)

Jane Gonzalez  
Medwheels Inc  
1322 E Houston  
San Antonio, TX 78205

**Re:** Notice of National Purchasing Cooperative Piggy-Back Award

**Proposal Name and Number:** First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, Proposal No. 530-17

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 6/1/2017 through 5/31/2018, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

Finally, your proposal was awarded based on a number of factors, one was the marketing strategy you outlined in your response. The BuyBoard does provide some co-branding resources to assist in your marketing efforts if interested.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,



Arturo Salinas  
Director of Cooperative Procurement





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## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** First Aid, Emergency Medical,  
and Athletic Trainer Supplies and Equipment

**Proposal Opening Date and Time:**  
October 20, 2016 at 2:00 PM

**Proposal Number:** 530-17

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** June 1, 2017 through May  
31, 2018 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
April 2017

MEDwheels Inc.

Name of Proposing Company

1322 E. Houston St.

Street Address

San Antonio, TX 78205-2035

City, State, Zip

210-533-9457

Telephone Number of Authorized Company Official

210-533-9455

Fax Number of Authorized Company Official

October 31, 2016

Date

Jane D. Gonzalez

Signature of Authorized Company Official

Jane Gonzalez

Printed Name of Authorized Company Official

Owner / President

Position or Title of Authorized Company Official

203011832

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

15B

H-4  
N-4  
E-4



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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## **VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: MEDwheels Inc. General Contact Name: Jane Gonzalez

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

**Option 1: Internet.** Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

**Option 2: Fax.** Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: jgonzalez@medwheels.com

Internet Contact: Jane Gonzalez Phone: 210-533-9457

Alternate E-mail Address: jgonzalez@medwheels.com

Alternate Internet Contact: Ralph Gonzalez Phone: 619-733-0442

☐ I will receive purchase orders via **FAX**.

Fax Number: \_\_\_\_\_

Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFO"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: jgonzalez@medwheels.com

Alternate E-mail Address: ygonzalez@medwheels.com

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1322 E. Houston St. Department: Accounting

City: San Antonio State: TX Zip Code: 78205-2035

Contact Name: Jane Gonzalez Phone: 210-533-9457

Fax: 210-533-9455 E-mail Address: jgonzalez@medwheels.com

Alternative E-mail Address: ygonzalez@medwheels.com



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☒ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A  
N/A

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

MEDwheels Inc.

Company Name

  
Signature of Authorized Company Official

Jane Gonzalez

Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

MEDwheels Inc.

Company Name

  
Signature of Authorized Company Official

Jane Gonzalez

Printed Name



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## **RESIDENT / NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

n/a	n/a	
Company Name	Address	
n/a	n/a	n/a
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? \$ n/a or \_\_\_\_\_ %

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes ☒ No

Medwheels is headquartered only 1 location  
San Antonio, TX 78205

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

**MEDwheels Inc.**

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

**Jane Gonzalez**

\_\_\_\_\_  
Printed Name



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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

☒ I certify that my company has been certified as a HUB in the following categories:

☒ **Minority Owned Business**

☒ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

215011164

**Name of Certifying Agency:**

South Central Texas Regional Certification Agency

☐ My company has **NOT** been certified as a HUB.

Medwheels is DBE certified

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**MEDwheels Inc.**

Company Name

**Jane Gonzalez**

Signature of Authorized Company Official

Jane Gonzalez

Printed Name





**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1203011832200
File/Vendor Number:	002381
Approval Date:	08-SEP-2015
Scheduled Expiration Date:	08-SEP-2019

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**MEDWHEELS, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 11-SEP-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15





## South Central Texas Regional Certification Agency

*Your unified certification source*  
[www.sctrca.org](http://www.sctrca.org)

January 26, 2015

Jane Gonzalez  
MEDwheels, Inc.  
1322 E. Houston  
San Antonio, TX 78205

Dear Jane Gonzalez:

We are pleased to inform you that your application for certification in our Small, Minority, Woman, African American, Veteran, and Disabled Individual Business Enterprise (S/M/W/AA/V/DI) Program has been approved. Your firm met the requirements of SCTRCA Standards and is currently certified as a:

**\*ESBE HABE MBE SBE WBE**

Certification Number: **215011164**  
Certification Renewal: **January 31, 2017**  
Certification Expiration: **January 31, 2017**

Providing the following products or services:

NAICS-446199: MEDICAL EQUIPMENT AND SUPPLIES STORES

NAICS-532490: MEDICAL EQUIPMENT (EXCEPT HOME HEALTH FURNITURE AND EQUIPMENT) RENTAL OR LEASING

NAICS-621610: HOME HEALTH CARE AGENCIES

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is January 31, 2017.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

A handwritten signature in black ink, appearing to read "Blaine R. Mitchell".

Blaine R. Mitchell  
Executive Director

**South Central Texas Regional Certification Agency  
of Bexar County, Texas hereby duly affirms that:**

**MEDwheels, Inc.**

has successfully met the established requirements of DOT's Disadvantaged Business Enterprise Program to be certified  
as a

**Disadvantaged Business Enterprise (DBE)**

**Certified NAICS Codes:**

NAICS-423450: MEDICAL EQUIPMENT MERCHANT WHOLESALERS

NAICS-423450: MEDICAL SUPPLIES MERCHANT WHOLESALERS

NAICS-423450: WHEELCHAIRS MERCHANT WHOLESALERS

NAICS-446199: MEDICAL EQUIPMENT AND SUPPLIES STORES

NAICS-532490: MEDICAL EQUIPMENT (EXCEPT HOME HEALTH FURNITURE AND EQUIPMENT) RENTAL OR LEASING

Certification Number: 2111164

Effective Date: December 15, 2011



*Blaine R. Mitchell*

Blaine R. Mitchell  
Executive Director



Note: This certificate is the property of the SCTRCA's and may be revoked should the above named firm graduate from or fails to comply with Department of Transportation's Disadvantaged Business Enterprise Program. Pursuant to 49 CFR Part 26.83 (j) an Annual Update Affidavit must be provided to affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part.

# CERTIFICATE of ACCREDITATION



THE ACCREDITATION COMMISSION FOR HEALTH CARE CERTIFIES THAT:

*MEDwheels, Inc.*  
*d/b/a MEDwheels*  
SAN ANTONIO, TEXAS

HAS DEMONSTRATED A COMMITMENT TO PROVIDING QUALITY CARE AND SERVICES TO CONSUMERS  
THROUGH COMPLIANCE WITH ACHC'S NATIONALLY RECOGNIZED STANDARDS FOR  
ACCREDITATION AND IS THEREFORE GRANTED ACCREDITATION FOR THE FOLLOWING:

DMEPOS

*Home/Durable Medical Equipment Services, Medical Supply  
Provider Services*

FROM *June 11, 2014* THROUGH *June 10, 2017*

  
CHIEF EXECUTIVE OFFICER

  
CHAIRMAN OF THE BOARD OF COMMISSIONERS



ACCREDITATION COMMISSION *for* HEALTH CARE



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### **AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

**MEDwheels Inc**

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

**Jane Gonzalez**

\_\_\_\_\_  
Printed Name

**10/31/16**

\_\_\_\_\_  
Date



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## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.<sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

- 
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
  - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
  - iii. Tex. Gov't Code §2254.004 and §791.011(h)
  - iv. Tex. Occ. Code §1051.703
  - v. Tex. Occ. Code §1001.0031(c)
  - vi. Tex. Occ. Code §1001.053
  - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
  - viii. Tex. Gov't Code §2253.021(a)

*Issued March 31, 2014*





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## **DEVIATION AND COMPLIANCE SIGNATURE FORM**

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

---

---

---

### **PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☒ Prepaid and Add to Invoice ☐ Other:

---

2. Payment Terms: ☐ Net 30 days ☒ 1% in 10/Net 30 days ☐ Other:

---

3. Number of Days for Delivery: 20 ARO

4. Vendor Reference/Quote Number: 2017

5. State your return policy:

---

**Re-stocking fee & Medwheels honors ALL manufacturers warranty**

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

**MEDwheels Inc**

Company Name

Signature of Authorized Company Official  
**FORM G**

**Jane Gonzalez**

Printed Name

COMM.V.11.18.15



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## **DEALERSHIP LISTINGS**

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

N/A

Company Name

N/A

Address

N/A

N/A

N/A

City

State

Zip

N/A

N/A

Phone Number

Fax Number

N/A

Contact Person

N/A

Company Name

N/A

Address

N/A

N/A

N/A

City

State

Zip

N/A

N/A

Phone Number

Fax Number

N/A

Contact Person



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## TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

*MEDwheels is a National Distributor*

### Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

MEDwheels Inc

Company Name

*Jane Gonzalez*

Signature of Authorized Company Official

Jane Gonzalez

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

☒ I will service all states in the United States.

*> Already Distributing Nationally*

☐ I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

MEDwheels Inc.

\_\_\_\_\_  
Company Name



\_\_\_\_\_  
Signature of Authorized Company Official

Jane Gonzalez

\_\_\_\_\_  
Printed Name



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

**MEDwheels Inc.**

\_\_\_\_\_  
Name of Vendor

A handwritten signature in black ink, appearing to read "Jane D. Gonzalez", written over a horizontal line.

\_\_\_\_\_  
Signature of Authorized Company Official

**530-17**

\_\_\_\_\_  
Proposal Invitation Number

**Jane Gonzalez**

\_\_\_\_\_  
Printed Name of Authorized Company Official

**10/31/16**

\_\_\_\_\_  
Date



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## **FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 800,000 . (The period of the 12 month period is 2015 / 2016 ). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).  
Medwheels is Medassets & Vizient cooperative contracted
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS <u>TX MASS</u>	30%	225	Destination
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other <u>Medassets</u>	26%	300	Destination

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%) 11% Proposed Discount (%) 20-35%

**Explanation:** Medwheels substantially increased volume sales allowing larger discounts. We also belong to Medassets & Vizient cooperatives allowing significant access to top notch manufacturers. Medwheels has direct contracts with large manufacturers permitting us to substantially increase our discounts to buyboard.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

MEDwheels Inc.

Company Name

  
Signature of Authorized Company Official  
FORM L

Jane Gonzalez

Printed Name

COMM.V.11.18.15





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## **MARKETING STRATEGY**

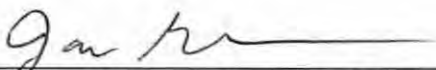
For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Medwheels is planning an aggressive marketing campaign utilizing manufacturers rebate programs. This marketing strategy will incorporate conferences, radio, and social media. Our cooperative purchasing agreement with Express companies will allow potential buyboard customers to access +5000 safety and medical equipment in our website. Due to our reputation with our existing customers and brand recognition Medwheels intends to leverage our entire supply chain by advertising our one stop solution. In addition to Internet marketing Medwheels plan to hire 3 marketers effective in January 2017. Medwheels is poised to significantly expose our buyboard contract for streamling our customers procurement processes.

MEDwheels Inc.

Company Name



Signature of Authorized Company Official

Jane Gonzalez

Printed Name



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## **CONFIDENTIAL/PROPRIETARY INFORMATION FORM**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Pricing on this proposal is confidential and should be  
made available only to prospective customers. Competitors  
if they gain access to our pricing will hinder our competitive  
advantage.  
(Attach additional sheets if needed.)



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**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☐

**NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☒

**YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: Medwheels Logo on any forms (although buyboard is encouraged to use our logo when possible).

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**MEDwheels Inc**

Company Name

Signature of Authorized Company Official

**Jane Gonzalez**

Printed Name

**10/31/16**

Date



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## **VENDOR BUSINESS NAME FORM**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** MEDwheels Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

### **Type of Business:**

Individual/Sole Proprietor

Corporation

Limited Liability Company

Partnership

Other

xxxxx (Sub-Chapter S)

If other, identify S-Corp.

**State of Incorporation** (if applicable): TEXAS

**Federal Employer Identification Number:** 203011832

*(Vendor must include a completed IRS W-9 form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Medwheels Inc



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## **EDGAR VENDOR CERTIFICATION FORM** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

***For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.***

---

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

### **Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)**

☒ **YES, I agree to the above.** (Initial: JG \_\_\_\_\_)

☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)



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## 2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

### Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☒ **YES, I agree to the above.** (Initial: JG)
- ☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

## 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

### Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ **YES, I agree to the above.** (Initial: JG)
- ☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
-



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#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ **YES, I agree to the above.** (Initial: JG)
- ☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

#### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ **YES, I agree to the above.** (Initial: JG)
- ☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
-





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**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

**Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):**

- ☒ **YES, I agree to the above.** (Initial: JG)
- ☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):**

- ☒ **YES, I agree to the above.** (Initial: JG)
- ☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Vendor Certification, Item 8 (Debarment and Suspension):**

- ☒ **YES, I agree / certify to the above.** (Initial: JG)  
☐ **NO, I do NOT agree / certify to the above.** (Initial: \_\_\_\_\_)
- 

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):**

- ☒ **YES, I agree to the above.** (Initial: JG)  
☐ **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)
- 

**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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**Vendor Certification, Item 10 (Procurement of Recovered Materials):**

- ☒ **YES, I agree to the above.** (Initial: JG )
- ☐ **NO, I do NOT agree to the above.** (Initial: )
- 

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

**Vendor Certification, Item 11 (Profit as Separate Element of Price):**

- ☒ **YES, I agree to the above.** (Initial: JG )
- ☐ **NO, I do NOT agree to the above.** (Initial: )
- 

**12. General Compliance and Cooperation with Cooperative Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

**Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):**

- ☒ **YES, I agree to the above.** (Initial: JG )
- ☐ **NO, I do NOT agree to the above.** (Initial: )
- 

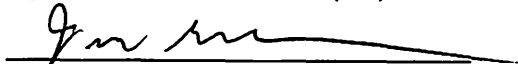
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

MEDwheels Inc

Company Name

Jane Gonzalez

Signature of Authorized Company Official

  
Printed Name



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## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- ☐ Completed: **Proposer's Agreement and Signature** (Form A)
- ☐ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☐ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☐ Completed: **Resident/Nonresident Certification** (Form D)
- ☐ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☐ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☐ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☐ Completed: **Dealership Listings** (Form H)
- ☐ Completed: **Texas Regional Service Designation** (Form I)
- ☐ Completed: **State Service Designation** (Form J)
- ☐ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☐ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☐ Completed: **Governmental References and Price/Discount Information** (Form M)
- ☐ Completed: **Marketing Strategy** (Form N)
- ☐ Completed: **Confidential/Proprietary Information Form** (Form O)
- ☐ Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- ☐ Completed: **EDGAR Vendor Certification Form** (Form Q)
- ☐ Completed: **Forms Checklist** (Form R)
- ☐ Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form S)  
~~\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.~~



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 1**

**Proposal Invitation No. 530-17-First Aid, Emergency Medical, and Athletic Trainer  
Supplies and Equipment**

The following information becomes a permanent part of the Proposal Invitation document:

**PROPOSER'S AGREEMENT AND SIGNATURE FORM:**

**Contract Time Period:** June 1, 2017 through May 31, 2018 with two (2) possible one-year renewals.

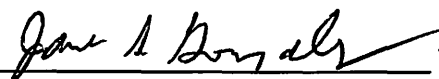
**Proposal Opening Date and Time:** November 3, 2016 at 2:00 P.M.

**Anticipated Cooperative Board Meeting Date:** April 2017

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Medwheels Inc

Address: 1322 E Houston

Signature of Authorized Company Official:  Title: President & CEO

Telephone Number: 210-533-9457 Date: 10/31/16

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Erin D'Vincent 4-3070	<b>PM Name/Phone</b>	Karen Bitzer
<b>Sponsor/User Dept.</b>	AFD/EMS	<b>Sponsor Name/Phone</b>	4-3141
<b>Solicitation No</b>	Cooperative	<b>Project Name</b>	AEDs & Supplies
<b>Contract Amount</b>	\$1,200,000	<b>Ad Date (if applicable)</b>	N/A
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Cooperative contract for AEDs and supplies			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
Current contract is based off of a cooperative (GC16*001) and had no goals			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
4651415 - 100%			
Erin D'Vincent		3/2/2018	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	3/2/2018	<b>Date Assigned to BDC</b>	3/5/2018
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

# GOAL DETERMINATION REQUEST FORM

<b>This determination is based upon the following:</b>	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input checked="" type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input checked="" type="checkbox"/> Other
<i>If Other was selected, provide reasoning:</i> Cooperative	
<b>MBE/WBE/DBE Availability</b>	
N/A	
<b>Subcontracting Opportunities Identified</b>	
N/A	

Tracy Burkhalter	
<b>SMBR Staff</b>	<b>Signature/ Date</b>
<i>Tracy Burkhalter</i>	3/5/2018
<b>SMBR Director or Designee</b>	<b>Date</b>
<i>[Signature]</i>	3/5/18
<b>Returned to/ Date:</b>	



**System Medical Advisory November 21, 2017**  
**Automated External Defibrillation (AED):**  
**Revised Specifications**

Automated external defibrillators (AEDs) are classified by the U.S. Food and Drug Administration (FDA) as restricted devices and require labeling stating these devices are restricted "to use by or on the order of a physician." Medical devices such as AEDs generally require a physician serving as the medical director or medical oversight for the person or organization purchasing and/or operating the devices in order to achieve compliance with FDA rules regarding the sale and use of these restricted devices.

Recently, Philips' (a major U.S. manufacturer of AEDs) North American Emergency Care & Resuscitation business operations reached agreement with the US Department of Justice and the Food and Drug Administration related to compliance with manufacturing quality requirements. This agreement resulted in suspension of AED manufacturing at specific facilities and limits distribution of specific AEDs (and accessories) within the U.S. This is not a recall of Philips AEDs.

The impact of this change along with recent Philips FR3 AED performance concerns experienced by the Austin Fire Department and FRx concerns experienced by a small number of City of Austin Public Access Defibrillation programs caused the OMD to reevaluate the AED approval process. **Please note that all AEDs currently in use under the Medical Direction and/or Medical Oversight of the OMD remain approved for use though the Philips FR3 and FRx models are no longer approved for future purchase.** We continue to advise organizations to plan for replacement of older model AEDs such as the Philips FR1 and FR2 AEDs since these devices are rapidly approaching the end of their useful life and are nearing (or have reached) the end of their support from the manufacturer.

Our reevaluation has resulted in the OMD no longer approving specific AED models. Instead, the OMD is now providing very specific design, feature and configuration requirements for AEDs and/or AED Systems. These specifications provide EMS System agencies with additional options for meeting the specific design requirements. Please review the requirements prior to purchasing AEDs in order to maintain AED purchase/use authorization from the OMD. These requirements are effective immediately. The revised AED specifications are attached and; also available on the OMD web page. Should you have any questions regarding these AED specifications, please contact the OMD.



Mark E. Escott, MD, MPH, FACEP, NRP  
EMS System Medical Director  
Office of the Medical Director  
City of Austin/Travis County  
ESV# 112117728





## **Automated External Defibrillation (AED) Selection & Purchasing Requirements (11.20.2017)**

Automated external defibrillators (AEDs) are classified by the U.S. Food and Drug Administration (FDA) as restricted devices and require labeling stating these devices are restricted “to use by or on the order of a physician.” Devices such as AEDs generally require a physician serving as the medical director or medical oversight for the person purchasing and/or operating the devices in order to achieve compliance with FDA rules regarding the sale and use of these restricted devices.

This document outlines current specifications and requirements for the purchase and use of AEDs under the direction or oversight of the Medical Director for the Austin-Travis County EMS System and Medical Director for Public Access Defibrillation (PAD) Programs within the City of Austin and Travis County.

### **Public Safety - Specifications for AEDs Utilized by First-Line Response Apparatus**

First-line response apparatus are defined as those public safety units (e.g., ambulance, fire apparatus, motorcycle, special response unit, park ranger, etc.) that are dispatched as part of an initial 9-1-1 response for suspected cardiac arrest patients (excludes special event response). For this reason, these AED specifications are greater than those for other response units not typically assigned to cardiac arrest responses.

The City of Austin Medical Director may at any time withdraw his/her authorization for purchase or use of a specific AED model when the device has demonstrated performance which in the opinion of the Medical Director may harm or adversely affect cardiac arrest patients or System providers. Approved AED models meet all of the following specifications:

#### **The specific AED model is:**

1. FDA approved at the time of selection and purchase.
2. Not currently the subject of a manufacturer or FDA voluntary or mandatory recall.
3. Not currently restricted from purchase by the current Medical Director due to safety or performance concerns.
4. Capable of treating both adult patients and pediatric patients using appropriate energy doses (neonatal dosing is not required).
5. Capable of performing self-tests and providing audible & visual notification when operator attention is needed as well as notification when the device is ready for use.
6. Capable of storing AED event data.
7. Capable of user retrieval of data for user defined post event review and analysis
8. Capable of storing and allowing user initiated transfer of the following data -
  - a. All user input and user/device actions including date/time stamp for each
  - b. Continuous ECG while powered on
  - c. Device feedback including rate and depth prompting

- d. Device errors and identified non-ideal conditions (e.g. artifact, interference)
- 9. Intended for use, per the manufacturer, for the public safety first response environment
- 10. Capable of providing both audible and visual prompting cues for device operation.
- 11. Capable of automatic rhythm analysis at specified time intervals
  - a. If automatic shock delivery is available this setting must be user configurable to be turned off.
- 12. Capable of monitoring and providing immediate (within approximately 10 seconds) audible and/or visual feedback for compression depth and rate consistent with current CPR guidelines.
  - a. Feedback for compression rate must include both rates above and below the guideline recommended rate range.
  - b. Feedback for compression depth must include depth below the guideline recommended minimum depth.
- 13. Immediate rate and depth feedback must be provided by either:
  - a. the AED alone, or
  - b. a combination of the AED and a separate FDA approved feedback device.
- 14. Capable of user configuration for
  - a. shock energy, intervals and sequencing settings,
  - b. CPR first vs. Shock first,
  - c. CPR interval,
  - d. return to CPR prompt following shock delivery,
  - e. ECG display on/off (if capability exists),
  - f. date/time,
  - g. device prompt complexity (if multiple levels are available), and
  - h. breathing prompt interval (if this prompt is available).

**NOTE:** If the AED is NOT capable of configuration as noted above, an AED manufacturer's default configuration must be approved by the OMD to satisfy this user configuration specification.

- 15. Designed for use with defibrillation pads capable of both sternum-apex and anterior-posterior placement.
- 16. Configured per the OMD

**Additional requirements for AED selection and purchase include:**

- 17. Software required for user configuration of the AED (if applicable) must be included and provided to both the purchasing agency and the OMD.
- 18. Peripheral hardware (e.g., cable, infrared reader) required for user configuration of the AED (if applicable) must be specifically identified to the purchasing agency and OMD during the selection process.
- 19. Software required for user transfer of AED data must be included and provided to both the purchasing agency and the OMD.
- 20. Peripheral hardware (e.g., cable, infrared reader, digital data storage device) required for user transfer of stored data must be specifically identified to the purchasing agency and OMD during the selection process.
- 21. Software required for post event review of AED data must be included and provided to both the purchasing agency and the OMD.

**Additional Suggested and Approved Specifications for AEDs Utilized by First-Line Response Apparatus**

22. Configuration settings include volume levels and prompt detail selections.
23. Compression feedback includes immediate feedback for depth exceeding the guideline recommendations.
24. Compression feedback includes immediate feedback for release/recoil consistent with current guidelines for CPR.

**Public Safety - Specifications for AEDs Utilized by Other Non-First-Line Response Apparatus**

AEDs for these types of response apparatus are slightly reduced because these units are less likely to be the first arriving unit at the side of a cardiac arrest patient. Additionally, these units will likely respond along with a first-line response apparatus such as a fire apparatus or EMS ambulance.

Public Safety response apparatus not defined as first-line are apparatus typically include:

- Chief Officer (e.g., battalion chief and above, EMS commander and above) provided the apparatus AED is not intended to serve as a backup device for a first-line apparatus
- Public Safety administrative vehicles
- Public Safety special event units (not assigned to 9-1-1 responses away from the special event or to potential cardiac arrest patients)

The City of Austin Medical Director may at any time withdraw his/her authorization for purchase or use of a specific AED model when the device has demonstrated performance which in the opinion of the Medical Director may harm or adversely affect cardiac arrest patients or System providers. Approved AED models meet all of the following specifications:

**AEDs for these units/apparatus meet all of the above requirements EXCEPT:**

- Requirements 12 – 18

**AEDs Currently Restricted for Purchase by Public Safety Agencies**

The following AED models are not currently authorized for purchase by first response agencies due to reliability and/or availability issues. Existing AEDs of these models may continue to be used provided no performance issues impacting patient or provider safety are identified by the OMD.

- Philips FR3 AED
- Philips FRx AED



## Specifications for AEDs Utilized in Public Access Defibrillation Programs

Public access defibrillation (PAD) program AEDs are intended for use primarily by bystanders prior to arrival of public safety responders. To promote public use of AEDs and to promote simplicity of AED use, these AED specifications are intended to be minimal and relatively inexpensive. PAD programs wishing to operate under the medical oversight of the OMD must submit a completed PAD program agreement and receive approval.

The City of Austin Medical Director may at any time withdraw his/her authorization for purchase or use of a specific AED model when the device has demonstrated performance which in the opinion of the Medical Director may harm or adversely affect cardiac arrest patients or AED users. Approved AED models meet all of the following specifications:

### **The specific AED model is:**

1. FDA approved at the time of selection and purchase.
2. Not currently the subject of a manufacturer or FDA voluntary or mandatory recall.
3. Not currently restricted from purchase by the current Medical Director due to safety or performance concerns.
4. Capable of treating both adult patients and pediatric patients using appropriate energy doses.
5. Capable of providing both audible and visual prompting cues for device operation.
6. Capable of automatic rhythm analysis at specified time intervals; If automatic shock delivery is available, this setting must be user configurable to be turned off.
7. Capable of performing self-tests and providing audible & visual notification when operator attention is needed as well as notification when the device is ready for use.
8. Capable of storing AED event data.
9. Capable of storing and allowing user initiated transfer of the following data -
  - a. All user input and user/device actions including date/time stamp for each
  - b. Continuous ECG while powered on
  - c. Device feedback (if applicable)
  - d. Device errors and identified non-ideal conditions (e.g. artifact, interference)

### **Additional requirements for AED selection and purchase include:**

10. Software required for user transfer of AED data must be included and provided to both the purchasing organization and the OMD.
11. Peripheral hardware (e.g., cable, infrared reader, digital data storage device) required for user transfer of stored data must be specifically identified to the purchasing organization and OMD during the selection process.
12. Software required for post event review of AED data must be included and provided to both the purchasing organization and the OMD.

## AEDs Currently Restricted for Purchase by PAD Programs

The following AED models are not currently authorized for purchase by PAD programs operating under the medical oversight of the OMD. Existing AEDs of these models may continue to be used provided no performance issues impacting patient or provider safety are identified by the OMD.

- Philips FRx AED