

AGREEMENT FOR AED PURCHASE
between
LARAMIE COUNTY, WYOMING and GENERAL MEDICAL DEVICES INC.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 (“COUNTY”) and General medical Devices INC., 348 W Colfax st. Palatine, IL 60067

I. PURPOSE

The CONTRACTOR is to provide 12 LPCR2 Semi-automatic AEDs as requested in the RFP issued by the COUNTY and the CONTRACTORS response.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR’S invoice to the COUNTY as detailed in the “Request for Proposals” (RFP) attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$19,140 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall provide the purchase and Delivery of a AEDs as outlined in Exhibit A.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, delivery, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. Entire Agreement: This Agreement (5 pages), and the attached RFP (20 pages) and the attached Proposal (30 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations, and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

N. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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AGREEMENT FOR AED PURCHASE
between
LARAMIE COUNTY, WYOMING and GENERAL MEDICAL DEVICES INC.

Signature Page


LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: GENERAL MEDICAL DEVICES INC

By:  _____ Date 12/20/24
Name: *Alexander Le*
Title: *Project Manager*

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 12/24/24
Laramie County Attorney's Office

Bid Tabulation Risk-AED's
Friday October 4, 2024 at 3:15pm

<u>Bidder</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Stryker	Yes	LifePak CR2 (6) with Trade In	NA	Good	NA	Each \$1,986.11 Total \$11,916.66
AED Everywhere Option #1	Yes	Fully automatic Zoll AED 3 (6 with Trade In)	NA	Good	NA	Each \$2,078.20 Total \$10,669.20
AED Everywhere Option #2	Yes	G5 Auto with iCPR pack-S (6 with Trade in and Ready Kits)	NA	Good	NA	Each \$1,951.00 Total \$10,145.70
Retrac Inc. Db a Think Safe Inc. Option #1	Yes	HeartSine Samaritan PAD 350 P (6 with Trade In)	Within 7 days upon contract award	County has not worked with vendor	NA	Each \$1,025.00 Total \$6,150.00
Retrac Inc. Db a Think Safe Inc. Option #2	Yes	HeartSine Samaritan PAD 360P (6 with Trade In)	Within 7 days upon contract award	County has not worked with vendor	NA	Each \$1,125.00 Total \$6,750
Retrac Inc. Db a Think Safe Inc. Option #3	Yes	HeartSine Samaritan PAD 450P (6 with Trade In)	Within 7 days upon contract award	County has not worked with vendor	NA	Each \$1,225.00 Total \$7,350.00
General Medical Devices Inc. AED Professionals Option #1	Yes	Powerheart G5 (G5A-80C-S) (6 with Trade In) Options Provided	60 days	County has not worked with vendor	NA	Each \$1,469.00 Total \$8,814.00

Bid Tabulation Risk-AED's
Friday October 4, 2024 at 3:15pm

<p align="center">General Medical Devices Inc. AED Professionals Option #1</p>	<p align="center">Yes</p>	<p align="center">LPCR2 Semi Automatic (99512- 001262) 12 Units with Trade In</p>	<p align="center">60 days</p>	<p align="center">County has not worked with vendor</p>	<p align="center">NA</p>	<p align="center">Each \$1,595.00 Total \$19,140.00</p>
<p align="center">General Medical Devices Inc. AED Professionals Option #1</p>	<p align="center">Yes</p>	<p align="center">LPCR2 Semi Automatic (99512- 001262) 10 Units with Trade In</p>	<p align="center">60 days</p>	<p align="center">County has not worked with vendor</p>	<p align="center">NA</p>	<p align="center">Each \$1,595.00 Total \$15,950.00</p>

REQUEST FOR BIDS
For
Automatic External Defibrillator (AED) Machines for the Laramie
County Risk Office
Closing Date: October 4, 2024

The Laramie County Risk Office for Laramie County, Wyoming, hereby invites proposals for the procurement of at least six (6) AED Machines. The required specifications are outlined below in 2.0 Scope of Services.

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Sections

- 1.0 Purpose & Overview
- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Preparation of RFP
- 5.0 Submittal Requirements
- 6.0 Disclosures

Attachments

- Bid Form (2 Pages)
- Conflict of Interest Form

1.0 PURPOSE & OVERVIEW

The Laramie County Risk Office, located in Laramie County, Wyoming, is seeking proposals for the procurement of at least six (6) AED Machines.

Vendors interested in bidding for this contract are encouraged to provide comprehensive proposals detailing the unit specifications and unit pricing, follow-up costs, as well detailing the requirements of the machine maintenance. Vendors should also provide information on what is needed to mount or display the unit. Laramie County aims to procure high-quality equipment that aligns with our commitment to employee and citizen safety.

2.0 SCOPE OF SERVICES

Scope of Work:

The Laramie County Risk Office, Laramie County, Wyoming, hereby invites proposals for the procurement of at least six (6) AED Machines.

Additional Notes:

- A. The respondent shall provide the following information for the proposed AED unit:
 - 1. A complete bid including all related costs for providing the equipment and supplies as outlined above.
 - 2. Delivery of all equipment and supplies
 - 3. Enter into a written contract for purchasing the product with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- B. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- C. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- D. All equipment shall be responsive to the needs of Laramie County, shall be performed in accordance with Laramie County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- E. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the LCSO shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the

County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Bids must be received by the Laramie County Risk Office at 310 West 19th Street, Ste. 320, Cheyenne, Wyoming 82001 no later than October 4, 2024 at 3:00pm MST. Bids received after this time will not be considered.

3.2 Delivery of Bids

All proposals must be on 8 ½ x 11 paper. Submitters shall submit three (3) sealed proposals (one (1) original and two (2) copies) of their completed statement of qualifications and fee schedules to:

**ATTN: Lori Pallak
310 West 19th Street, Ste. 320
Cheyenne, WY 82001
Phone: (307) 633-4334**

Please include the following reference on the front of any envelopes:

AED Bid – Laramie County Risk Office

The complete proposal must include the proposal document with a point-by-point response in the order listed in the RFP and all other materials requested in the RFP. Vendors may include any additional materials they feel could assist in the evaluation of the proposed bid. However, each question must be responded to individually and completely. References to other documents will not be accepted.

Vendors are cautioned that proposals which do not follow the form required by this RFP will be subject to rejection without review.

Laramie County reserves the right to waive all irregularities, formalities and informalities, reject any or all proposals without prejudice or further obligation and to accept any proposal or combination of proposals deemed desirable is its sole discretion.

3.3 Pre-bid Information

No site review required for this bid.

3.4 Public RFP Opening

A public bid opening will take place at 3:15pm MST, at the location listed above. Only the names of the vendors submitting bids will be read aloud at the RFP opening. The bids will be available for inspection during normal business hours (8am-4pm) at the Laramie County Risk Office within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Risk Office in Cheyenne at, (307) 633-4334 at least five (5) days prior to the date.

3.5 Proposal Form

- A. See **Submittal Requirements** for complete details.
- B. The bid form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the bid.

3.6 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Sheriff's Office named below, who shall be the official point of contact for this RFP. Mark cover page, envelope(s), or subject line "**Simulator.**" Submit questions to:

ATTN: Lori Pallak
310 West 19th Street, Ste. 320
Cheyenne, WY 82001
Phone: (307) 633-4334

3.7 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. LCSO will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing Laramie County Sheriff's Office web site. Respondents in their bid must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their bid. Please check the Laramie County web site at <https://www.laramiecountywy.gov/Request-for-Proposals> for any addenda.**

3.8 Modification or Withdrawal of RFPs

A proposal which is in any way incomplete, irregular or conditional will not be accepted unless approved in advance by Laramie County. By submitting a proposal, vendors agree that any inaccuracy in information given by the vendor to Laramie County constitute good and sufficient cause for rejection of the proposal at the time of the delivery.

Once submitted, a proposal may be modified or withdrawn only by appropriate notice to Laramie County. Such notice will be in writing over the signature of the vendor. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it then fully conforms to the general terms and conditions.

3.9 Award

Laramie County reserves the right to award the contract to the respondent(s) that Laramie County deems to offer the best overall bid(s). Laramie County is therefore not bound to accept a bid on the basis of lowest price. In addition, Laramie County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of Laramie County to do so. Laramie County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFP and all provisions of the successful bid deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issue.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County Risk Office at (307) 633-4334.

3.11 Calendar of Events

Activity:	Date:	
RFP Release to Vendors	August 21, 2024	2:00 pm
Last Date for Receipt of Bid	October 4, 2024	3:00 pm
Date of Opening of Bids	October 4, 2024	3:15 pm

3.12 Contract Time

The Laramie County Risk Office wants the project to be completed by November 1, 2024. This timeframe is Negotiable depending on availability of materials needed for project.

The responder **MUST** state a guaranteed completion date to include delivery and installation.

In the event of failure to achieve completion by the guaranteed date, the successful responder may be subject to civil liability in accordance with applicable federal, state and local laws and regulations.

3.13 Performance of Work

The successful bidder shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

All work shall be done under the inspection of and to the satisfaction of the **Laramie County or its Designee**.

3.14 Disclosure of RFPO Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any bid does not affect this right.

Proposals submitted to Laramie County for consideration will be held in confidence and not made available to other vendors for review or comparison prior to opening of bids/proposals. The proposals submitted and the terms and conditions specified in each vendor's bid response will remain the property of Laramie County.

3.15 Respondent's Responsibility

A respondent, by submitting a bid represents that:

- A. The respondent has read and understands the RFP in its entirety that and the bid is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its bid submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions an requirements of the contract, nor will a plea of ignorance of such conditions and

requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.16 Commercial Warranty/Manufacturer's Recommendations

The bidder agrees that supplies or services furnished under any resultant purchase order issued by Laramie County, shall be covered by the most favorable commercial warranties the bidder gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of Laramie County upon delivery of said items and all rights and remedies stated in the warranties must be honored by the contractor or his manufacturer.

All items shall be new unless otherwise specifically stated or called for in the bid and must be in accordance with the manufacturer's specifications. All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items containing defective workmanship will be included.

3.17 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.18 Wyoming Sales and Use Tax

Direct purchases of materials by the State of Wyoming or its political sub- divisions (including Laramie County) are exempt from Wyoming Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alteration, improvement or repair of real property are subject to the Wyoming Sales and Use Tax. Purchases by contractors of equipment, materials and supplies consumed in contracts with the State of Wyoming, its departments and institutions and the political subdivisions thereof (including Laramie County) are subject to Wyoming Sales and Use Tax. Contractors must comply with Sales and Use Tax Laws per Wyoming Statutes 39-6-401 through 39-6-417; W.S. 39- 6-501 through 39-6-5 18 and W.S. 39-6-601 through 39-6-604.

The next three (3) paragraphs summarize directions on following the statutes:

1. Obtain a Sales and Use Tax License from the Department of Revenue and Taxation, State of Wyoming, for the County in which the materials, goods, fixtures and furnishings and all other tangible personal property required by this project are consumed.
2. Report the use, installation or transfer of such property into the project as a sale by licensed vendor and pay any and all taxes due, unless this tax was already included in the purchase price paid to the supplier.
3. The responder shall require each sub-contractor to comply with the same statutes and provisions and shall so stipulate in any agreement or contract with them.

For additional information contact the Department of Revenue and Taxation, Contracts Section, Herschler Building, Cheyenne, WY 82002.

3.19 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.20 Minor Irregularities

The County reserves the right to waive minor irregularities in bids, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.21 Deviations

All bids must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Bid Form; otherwise, Laramie County will consider the subject bids as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider bids that meet the exact requirements imposed by the General Terms & Conditions; except, however, said bids may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the bid such that an advantage or benefit is gained to the detriment of the other respondents.

3.22 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.23 Selection Criteria

Each bid shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this bid
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:

- a. Related experience in the areas covered in the RFP
- b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
- c. Experience, ability and overall quality of past and current projects

3.24 Termination / Cancellation of Contract

LCSO reserves the right to cancel the contract without cause with a minimum of thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.25 Incurred Expenses

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the bid called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.26 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

Laramie County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original bid package.

3.27 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any respondent, but to ensure that the County receives quality services.

3.28 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the

provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.29 Claim Notice

The respondent shall immediately report in writing to the designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.30 Bid Acceptance/Rejection

Laramie County reserves the right to accept or reject any or all bids received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any bid, or to accept that bid or bids, which in the judgment of the proper officials, is in the best interest of the County.

3.31 RFP Deposit/Performance Bonds

The successful bidder must within ten (10) days after notification of award or prior to the beginning of the installation, deliver to Laramie County a performance bond for 100% of the

accepted proposal price as security for faithful performance of the contract, or other such guarantee as is acceptable to Laramie County.

In the event the successful responder uses an installing subcontractor, Laramie County reserves the right to require the successful responder to provide a 100% Labor and Material Payment Bond.

4.0 PREPARATION OF RFP

Responders are expected to examine any drawings, specifications, schedules and instructions included in the RFP package. Failure to do so will be at the responder's risk.

If erasures or other changes appear on the RFP forms, such erasures or changes must be initialed by the person signing the RFP.

The Request for Bid number shall appear on any technical data or other information furnished by your firm with this RFP.

Receipt of amendments/addendum by responder must be acknowledged prior to the RFP opening. Addendum received prior to RFP submittal should be acknowledged in the appropriate space on the RFP document. Addendum received after RFP submittal should be acknowledged by letter, fax or e-mail.

Signed RFP sheets and all RFP price sheets on which you have offered pricing must be returned for your RFP to be considered.

Responders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of RFP and delivery time. It is the responsibility of the responder to notify the Laramie County immediately if items specified are discontinued, replaced or not available for an extended period of time.

Laramie County reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful responder when items are not supplied as offered.

Clarification and Interpretation of the RFP

The words “**shall**” or “**must**” or “**will**” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the proposal. There are other requirements Laramie County considers critical but not mandatory. Therefore, it is important to respond in a brief but concise manner to each section of this document.

Indicate the level of compliance with:

- “Acknowledge” - Vendor has read and understood the information provided, however, no action is required of the Vendor.
- “Comply” - Vendor meets the specifications.

- “Partially comply” - Vendor meets part of the specification, always explain how, or the deviation.
- “Comply with clarification” - Vendor meets the specification; however, the manner in which it is accomplished may be different than specified by Laramie County.
- “Exception” - Vendor does not meet specification. Please provide an alternative.

5.0 SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include at minimum:

Tab 1 – Respondent’s Profile

A brief profile of the firm, including:

1. A brief history of the company
2. Organizational structure
3. Ownership interests
4. Active business venue (counties, states, etc.)
5. Present status and projected corporate direction
6. The firm’s overall qualifications to provide a summary of equivalent services as the Scope of Work.

Tab 2 – List of Comparable Jobs

Responders are required to submit with this RFP a listing of comparable jobs completed within the last three (3) years. The listing shall include location of work, brief description of the work completed, system name and model, the name of the contact person and phone number.

Responders are required to include one of the following:

1. Dunn and Bradstreet Rating
2. Standard and Poors Rating
3. Better Business Bureau Rating
4. Financial statement for a period of not less than the previous two (2) years

Tab 3 – Provide details of current workload and assurance to complete this project.

Tab 4 – Provide details of scope of work and a simple timeline of work.

Tab 5 - Completed Bid Form (use attached form)

Tab 6 – References

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

Tab 7 – Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their bid the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

Tab 8 – Insurance

The vendor must provide all necessary Worker’s Compensation Insurance, General Liability Insurance, and Automobile Insurance where applicable, Products Liability Insurance with Laramie County being included as named/additional insured on the liability insurance policies.

Certificates of Insurance on all such insurance coverage carried by the vendor must be furnished to the Laramie County Sheriff’s Office prior to the commencement of any work.

The minimum insurance limits the vendor will provide are as follows:

Type of insurance:

1. Workman’s Compensation
Statutory
2. Comprehensive General
\$1,000, 000
Liability Insurance
Bodily Injury (BI)
Property Damage (PD) Liability (combined limits)
3. Automobile Liability
\$1,000, 000
Liability Insurance
Bodily Injury
Property Damage Liability (combined limits)

Laramie County will be exempt from, and in no way liable for, any sums of money which may represent a deductible on the insurance policy. The payment, if any deductible applies, will be the sole responsibility of vendor providing insurance.

Tab 9 - Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

6.0 DISCLOSURES

The laws of Wyoming require that the contents of all bids shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the bid. The entire bid cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County. Laramie County shall notify the successful responder, in writing, of its intent to include new items under the contract. The successful responder must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price. This pricing must extend to Laramie County the same percentage discounts as stated for comparable items within the original bid.

The selected proposal will become a part of respondent's contractual obligation. The bid and the RFP will be part of and shall be incorporated by reference into the final contract, which shall be executed between the successful respondent and Laramie County after approval from the Laramie County Attorney's Office and the Board of County Commissioners.

Following the award of the contract, responses to this bid are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a bid are confidential then the respondent must so specify. The respondent must mark in bold red letters the term "**CONFIDENTIAL**" on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim

is general and/or vague in nature. All parts of bids, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful bid may be considered public information even though parts are marked confidential.

Bids must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed bid will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted bids. It is understood that all bids become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these bids, nor is Laramie County committed to awarding a contract as a result of this RFP.

Any information provided by Laramie County or any vendor prior to the release of this RFP, verbally or in writing is considered preliminary and is not binding for Laramie County or the vendor.

The vendor must not make available nor discuss the RFP or any parts of the proposal to or with any employees of Laramie County from the date of issuance of the RFP until the proposal submission date.

The vendor must not make available nor discuss any cost information contained in the sealed copy of the bid to or with any employee or member of Laramie County from the date of issuance of this RFP until the contract award has been announced, unless allowed by Laramie County in writing for the purpose of evaluation or clarification.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this bid. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination.

Laramie County will decide if an actual or perceived conflict should result in bid disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Sovereign Immunity

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses

provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Limitation On Payment

Laramie County's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Respondent, the Agreement may be terminated by Laramie County at the end of the period for which funds are available. Laramie County shall notify Respondent at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if Laramie County knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Laramie County in the event this provision is exercised, and Laramie County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Assignment

After its execution, the contract nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of Laramie County.

Compliance

The contractor warrants that all work completed hereunder complies with its response to the RFP, the subsequent contract between the contractor and Laramie County, and all applicable Federal, State and local regulations and laws including, but not limited to, the Americans with Disabilities Act as amended.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or

the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a bid shall be considered acceptance to all the terms and conditions provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

PROPOSAL FORM

**ATTN: Lori Pallak
310 West 19th Street, Ste. 320
Cheyenne, WY 82001
Phone: (307) 633-4334**

A. The undersigned agrees to furnish **all required materials and labor** to Laramie County in compliance with this Request for Proposal.

B. By submission of this proposal, the bidder certifies:

Prices in this RFP have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

Prices in this RFP have not knowingly been disclosed by the manufacturer and will not be prior to award to any other supplier.

No attempt has been made nor will be by the manufacturer to induce any other person or firm to submit an RFP for the purpose of restricting competition.

C. The individual signing this RFP certifies that he/she is a legal agent of the manufacturer, authorized to represent the manufacturer and is legally responsible for the decision as to the prices and supporting documentation provided.

D. Assigned representative as required in the Special Provisions.

Vendor _____
Address _____
City/State _____ Zip _____
Phone# (_____) _____ FAX# (_____) _____
(Prefer 800 #)

E. Manufacturer's principal place of business:

Vendor _____
Address _____
City/State _____ Zip _____
Phone# (_____) _____ FAX# (_____) _____

F. Taxpayer identification.

Are you incorporated? _____ Yes _____ No

If yes, State of Incorporation: _____

What is your Taxpayer Identification Number?

Social Security # _____ - _____ - _____

OR

Employer Identification # _____

G. Bid prices are firm for _____ days after bid opening for evaluation of bid.

H. Discounts will be allowed for prompt payment as follows:

20 Calendar Days _____ % 30 Calendar Days _____ %

Every attempt to take prompt payment discounts for less than twenty (20) calendar days will be made; however, no consideration will be given during the bid award evaluation.

I. Specify Guaranteed Date of Completion if different than Date: _____

J. Check to Specify the Following Required Submittals Have Been Supplied:

- _____ Original and two (2) copies of bid
- _____ Company information
- _____ Executive Statement
- _____ Insurance
- _____ Proof of Insurance
- _____ Proof of applicable licenses (city and/or state)
- _____ Standard product agreement
- _____ All minimum requirements have been answered and addressed by item
- _____ Budget for the proposed work to include: (Breakdown to include all costs. The successful proposer will bear the burden of any and all undisclosed costs.)

K. Check to acknowledge receipt of addendum and/or amendment _____ if applicable.

Company Name

Name of Authorized RFP. — Typed

Street Address/P.O. Box

Signature of Authorized RFP.

City/State/Zip

Date

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (*printed name*) _____
am the (*title*) _____
and the duly authorized representative of the firm of (*Firm Name*) _____

whose address is _____

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public - State of _____

My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)

General Medical Devices, Inc. Companies



AED Professionals™
ECG Professionals™

AEDS - Automated External Defibrillators
Diagnostic Cardiology, Imaging & ECG / EKG Medical Equipment
Emergency Oxygen, AED / CPR Training & Supplies

Lifepur CR2

COPY

Quote

Date	Quote #	Customer #
09/16/2024	105871	55775

General Medical Devices, Inc.
348 W. Colfax Street, Palatine, IL, 60067 USA
Toll Free: 888-541-2337
Phone: 847-202-3233
Fax: 866-879-7795
www.aedprofessionals.com

Bill To:
Laramie County Risk Office Attn: Ms. Lori Pallak 310 West 19th Street, Ste. 320 Cheyenne, WY 82001 lori.pallak@laramiecountywy.gov Phone: (307) 633-4334
Fax:

Ship To:
Laramie County Risk Office Attn: Ms. Lori Pallak 310 West 19th Street, Ste. 320 Cheyenne, WY 82001 lori.pallak@laramiecountywy.gov Phone: (307) 633-4334
Fax:

P.O. #	TERMS
	Net 45

Item	Description	Qty	Discounted Price	List Price	Total
99512-001262	LPCR2 Semi-automatic, WIFI,English with 8-Year Warranty Long Life Lithium Battery Adult/Child Electrode Pads Carry Handle USB Cable Owner's Manual	12	\$ 1,595.00	\$ 2,255.99	\$ 19,140.00
AP-INSPTAG	AED Inspection/Maintenance Tag	12	\$ 0.00	\$ 2.00	\$ 0.00
AP-KEYCHAIN LOGO	AED KEY CHAIN CPR Face Shield & gloves	12	\$ 0.00	\$ 40.00	\$ 0.00
Shipping	Free Shipping	1	\$ 0.00	\$ 0.00	\$ 0.00
				SUBTOTAL:	USD \$ 19,140.00
				SALES TAX (0.00%):	USD \$ 0.00
				GRAND TOTAL:	USD \$ 19,140.00



AED Professionals, a General Medical Devices Inc. company, is a premier supplier of life-saving equipment, including AED units and Accessories, a wide variety of PPE, patient monitors, ECG machines, CPR chest compression devices, CPR training manikins and equipment and many other vital medical devices.

Since our founding in 2003 as a family-owned business, we have grown into one of the largest family-owned medical suppliers globally. Our dedicated team is committed to your complete satisfaction and ensuring that we meet and exceed the needs of our clients through industry-leading service, product expertise, and trusted solutions. We are striving to make sure that everyone is equipped with the best tools needed in order to save lives.

When Kay Lall founded General Medical Devices, she made it her mission to raise public awareness of life-saving equipment across the U.S. and around the world.

At AED Professionals, we continue to uphold that mission every day because saving lives is our only business.

We are the Premier supplier

- The most advanced sales and service force in the industry, always ready to serve you
- The broadest selection of life saving equipment
- Team of experts that offer personalized service, focused on your business and your needs
- Complete Medical Oversight management & maintenance



Call us today at 847-202-3233

Please see the 3 references below.

1. AAA (American Automobile Association), Dearborn, MI
Contact Name: Mr. Matthew Cookson
P: (313) 336-1614
2. Mt. Prospect Police Dept.
Contact Name: Officer Greg Sill
P: (847) 870-5650
3. McHenry County Fire Protection District,
Deputy Chief Spraker, P: (815) 385-0075

Julie Dini

Vice President of Sales

AED Professionals

a General Medical Devices, Inc. Company

847-202-3233 – Phone

224-539-8001-Direct

888-541-2337 - Toll Free

866-879-7795 - Fax

Our Site: www.aedprofessionals.com

Email: julie@aedprofessionals.com

AED  Professionals

PROPOSAL FORM

**ATTN: Lori Pallak
310 West 19th Street, Ste. 320
Cheyenne, WY 82001
Phone: (307) 633-4334**

A. The undersigned agrees to furnish all required materials and labor to Laramie County in compliance with this Request for Proposal.

B. By submission of this proposal, the bidder certifies:

Prices in this RFP have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

Prices in this RFP have not knowingly been disclosed by the manufacturer and will not be prior to award to any other supplier.

No attempt has been made nor will be by the manufacturer to induce any other person or firm to submit an RFP for the purpose of restricting competition.

C. The individual signing this RFP certifies that he/she is a legal agent of the manufacturer, authorized to represent the manufacturer and is legally responsible for the decision as to the prices and supporting documentation provided.

D. Assigned representative as required in the Special Provisions.

Vendor Alexander Le / General Medical Devices, Inc.
Address 348 W. Colfax Street
City/State Palatine, IL Zip 60067
Phone# (224) 539-8007 FAX# (866) 879-7795
(Prefer 800 #)

E. Manufacturer's principal place of business:

Vendor General Medical Devices, Inc. DBA AED Professionals
Address 348 W. Colfax Street
City/State Palatine, IL Zip 60067
Phone# (847) 202-3233 FAX# (866) 879-7795

F. Taxpayer identification.

Are you incorporated? Yes No

If yes, State of Incorporation: Illinois

What is your Taxpayer Identification Number?

Social Security # _____ - _____ - _____

OR

Employer Identification # 26-3447792

G. Bid prices are firm for 60 days after bid opening for evaluation of bid.

H. Discounts will be allowed for prompt payment as follows:

20 Calendar Days 0 % 30 Calendar Days 0 %

Every attempt to take prompt payment discounts for less than twenty (20) calendar days will be made; however, no consideration will be given during the bid award evaluation.

I. Specify Guaranteed Date of Completion if different than Date: Within 1-2 weeks of order

J. Check to Specify the Following Required Submittals Have Been Supplied:

- Original and two (2) copies of bid
- Company information
- Executive Statement
- Insurance
- Proof of Insurance
- Proof of applicable licenses (city and/or state)
- Standard product agreement
- All minimum requirements have been answered and addressed by item
- Budget for the proposed work to include: (Breakdown to include all costs. The successful proposer will bear the burden of any and all undisclosed costs.)

K. Check to acknowledge receipt of addendum and/or amendment N/A if applicable.

Company Name

Name of Authorized RFP. — Typed

Street Address/P.O. Box

Signature of Authorized RFP.

City/State/Zip

Date

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) Alexander Le
am the (title) Project Manager
and the duly authorized representative of the firm of (Firm Name) General Medical
Devices, Inc. DBA AED Professionals
whose address is 348 W. Cotton Street Palatine, IL 60067

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

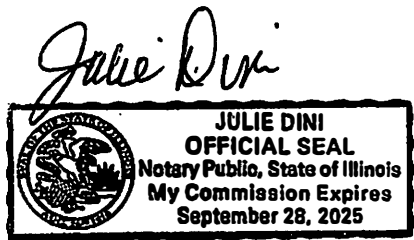
Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: [Signature]
Printed Name: Alexander Le
Firm Name: General Medical Devices, Inc. DBA AED Professionals
Date: 9/18/2024

Sworn to and subscribed before me this 18th day of September, 2024.
Notary Public - State of Illinois
My Commission expires 9/28/25



(Printed, typed or stamped commissioned name of Notary Public)

Request for Bids
Automatic External Defibrillator (AED) Machines for the Laramie County Risk Office
Closing Date: October 4, 2024

Dear Ms. Pallak,

The team at General Medical Devices, Inc. DBA AED Professionals, would like to formally submit a proposal and supply the requested items to Laramie County Risk Office for Laramie County, Wyoming.

As requested we have drawn up and provided details, specifications, pricing, follow-up costs, as well as requirements of the machine maintenance.

In our earlier conversation, we discussed that there are a total of 12 AEDs within the building(s) of the Laramie County Risk Office. 6 of which are the Cardiac Science Powerheart G3 and the other 6 being the Cardiac Science Powerheart G5. In your request, you have stated that the 6 G3s be replaced as the unit's life span is coming to an end with the newer G5s. On pages 2-4, you will see the following quotes for the following items, as well as the pads and batteries cost.

However, we also discussed possibly replacing all 12 units with another brand of AEDs that would be more cost-efficient and effective. Our professional recommendation would be to use the same unit as the Detention Center, the Lifepak CR2 from Stryker. On pages 5-7, you will see the following quotes for the following items, as well as the pads and batteries cost.

While the initial cost for the units may be more expensive, the maintenance, and replacement fees are far more efficient. The CR2 pads are a combo pad pack. This means that instead of having to purchase both adult and pediatric pads, you will only need to purchase 1 set of pads per unit to replace your existing one. This is because the CR2 pads work interchangeably for both adults and pediatricians, effectively making it a 2 in 1 set. In addition to this, the CR2 pads have a 4 year life-span which is double the life-span of the G5s.

Since the life-span of a CR2 pad is 4 years (which is the same as the battery's life-span) you will only need to replace both every 4 years. While you would have to replace the G5 pads twice before you change the battery, (this may cause some confusion since the expiration dates for the pads and batteries are different) thus making it less efficient and less cost-effective.

In addition to this, the CR2 pads and batteries have a significantly lower cost combined in comparison to the G5 pads and batteries. You won't be having to replace parts as often, as well as spending less money when you do. Because of this, the Lifepak CR2 may be more of a suitable choice due to its streamlined upkeep cost, ease of use, and familiarity.

Please let me know if you have any questions by reaching out to (847)-202-3233 (our office line) or emailing me at alexander@aedprofessionals.com. My team and I look forward to working with you and supporting the Laramie County Risk Office. We thank you for your time and consideration.

This is an overview of the Cardiac Science G5 unit, batteries, and pads cost, as well as the life-span of each item:

Unit:	Item #:	Quantity:	List Price:	Discounted Price:	Total:	Life-Span
Powerheart -t G5 (AED)	G5A-80C- S	6	2157	1469	8814	8-10 years
Intellisense Adult Defibrillatio -n Pads	XELAED0 01B	6	85	74.09	444.54	2 years
Non-polari- zed Pediatric Pads	XELAED0 03C	6	123	105.9	635.4	2 years
Intellisense Lithium Battery	XBTAED00 1A	6	481	411	2466	4 years

Cardiac Science G5 AED Unit Specifications:

- IP Rating 55
- Warranty of 8 years
- Shock Delivery: Fully-Automatic
- Energy Delivery: 95-354 (Variable)
- Dual Language



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2024

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

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

PRODUCER State Farm STATE FARM INSURANCE 17 W RAILROAD AVE PALATINE IL 60067	CONTACT NAME: Jimmy Martneill PHONE (A/C No. Ext): 8473598353 E-MAIL ADDRESS: anzhelika.park.fg2u@statefarm.com FAX (A/C No.): 8473598398
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSTR LTR	TYPE OF INSURANCE	ADD INSD	SUB RVD	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	93-KE-F048-0	05/23/2024	05/23/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 BSN PROPERTY \$ 1,130,500
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			J897428-F01-13	08/01/2024	12/01/2024	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			93-CF-J518-2	04/29/2024	04/29/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y (Mandatory in NH) If yes, describe under OPERATIONS below	N/A	Y	93-ND-Y304-5	12/19/2023	12/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> CITY-EST \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX X164 1771 2X85#
GENERAL MEDICAL DEVICES INC
AED PROFESSIONALS
348 W COLFAX ST
PALATINE IL 60067-2516

August 2, 2023



Letter ID: CNXXX16417712X85

Account ID: 3945-7311

We have issued your Certificate of Registration.

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business address listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030
REV.CENTREG@illinois.gov**

217 785-3707

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

GENERAL MEDICAL DEVICES INC

DBA: AED PROFESSIONALS

348 W COLFAX ST
PALATINE IL 60067-2516

Loc. Code: 016-0054-0-003

Palatine (Cook)
Cook County

Expiration Date:
10/1/2024

Certificate of Registration

Sales and use taxes and fees

(3945-7311)

ILLINOIS REVENUE

[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: 08/02/2023

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See Specific instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>General Medical Devices, Inc.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p> <p>AED Professionals</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p><small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>348 W. Colfax St</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Palatine, IL 60067</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-			-			
--	--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	6	-	3	4	4	7	7	9	2
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Julie Wini* Date *7-22-24*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Illinois Department of Revenue

CRT-61 Certificate of Resale

Step 1: Identify the seller

1 Name _____

2 Business address _____

City State Zip

Step 2: Identify the purchaser

3 Name General Medical Devices, Inc. DBA AED Professionals

4 Business address 348 W. Colfax Street

Palatine IL 60067
City State Zip

5 Complete the information below. Check only one box.

The purchaser is registered as a retailer with the Illinois Department of Revenue. _____
Account ID number

The purchaser is registered as a reseller with the Illinois Department of Revenue. 3945-7311.
Resale number

The purchaser is authorized to do business out-of-state and will resell and deliver property only to purchasers located outside the state of Illinois. See Line 5 instructions.

Step 3: Describe the property

6 Describe the property that is being purchased for resale or list the invoice number and the date of purchase.

Step 4: Complete for blanket certificates

7 Complete the information below. Check only one box.

I am the identified purchaser, and I certify that all of the purchases that I make from this seller are for resale.

I am the identified purchaser, and I certify that the following percentage, 100 %, of all of the purchases that I make from this seller are for resale.

Step 5: Purchaser's signature

I certify that I am purchasing the property described in Step 3 from the stated seller for the purpose of resale.

M.K. Fall 01.02.2024
Purchaser's signature Date

Note: It is the seller's responsibility to verify that the purchaser's Illinois account ID or Illinois resale number is valid and active. You can confirm this by visiting our web site at tax.illinois.gov and using the Verify a Registered Business tool.

General information

When is a Certificate of Resale required?

Generally, a Certificate of Resale is required for proof that no tax is due on any sale that is made tax-free as a sale for resale. The purchaser, at the seller's request, must provide the information that is needed to complete this certificate.

Who keeps the Certificate of Resale?

The seller must keep the certificate. We may request it as proof that no tax was due on the sale of the specified property. Do not mail the certificate to us.

Can other forms be used?

Yes. You can use other forms or statements in place of this certificate but whatever you use as proof that a sale was made for resale must contain

- the seller's name and address;
- the purchaser's name and address;
- a description of the property being purchased;
- a statement that the property is being purchased for resale;
- the purchaser's signature and date of signing; and
- either an Illinois account ID number, an Illinois resale number, or a certification of resale to an out-of-state purchaser.

Note: A purchase order signed by the purchaser may be used as a Certificate of Resale if it contains all of the above required information.

When is a blanket certificate of resale used?

The purchaser may provide a blanket certificate of resale to any seller from whom all purchases made are sales for resale. A blanket certificate can also specify that a percentage of the purchases made from the identified seller will be for resale. In either instance, blanket certificates should be kept up-to-date. If a specified percentage changes, a new certificate should be provided. Otherwise, all certificates should be updated at least every three years.

Specific instructions

Step 1: Identify the seller

Lines 1 and 2 Write the seller's name and mailing address.

Step 2: Identify the purchaser

Lines 3 and 4 Write the purchaser's name and mailing address.

Line 5 Check the statement that applies to the purchaser's business, and provide any additional requested information.

Note: A statement by the purchaser that property will be sold for resale will not be accepted by the department without supporting evidence (e.g., proof of out-of-state registration).

Step 3: Describe the property

Line 6 On the lines provided, briefly describe the tangible personal property that was purchased for resale or list the invoice number and date of purchase.

Step 4: Complete for blanket certificates

Line 7 The purchaser must check the statement that applies, and provide any additional requested information.

Step 5: Purchaser's signature

The purchaser must sign and date the form.

PROPOSAL FORM

**ATTN: Lori Pallak
310 West 19th Street, Ste. 320
Cheyenne, WY 82001
Phone: (307) 633-4334**

A. The undersigned agrees to furnish all required materials and labor to Laramie County in compliance with this Request for Proposal.

B. By submission of this proposal, the bidder certifies:

Prices in this RFP have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

Prices in this RFP have not knowingly been disclosed by the manufacturer and will not be prior to award to any other supplier.

No attempt has been made nor will be by the manufacturer to induce any other person or firm to submit an RFP for the purpose of restricting competition.

C. The individual signing this RFP certifies that he/she is a legal agent of the manufacturer, authorized to represent the manufacturer and is legally responsible for the decision as to the prices and supporting documentation provided.

D. Assigned representative as required in the Special Provisions.

Vendor Alexander Le / General Medical Devices, Inc.
Address 348 W. Colfax Street
City/State Palatine, IL Zip 60067
Phone# (214) 539-8007 FAX# (866) 879-7795
(Prefer 800 #)

E. Manufacturer's principal place of business:

Vendor General Medical Devices, Inc. DBA AED Professionals
Address 348 W. Colfax Street
City/State Palatine, IL Zip 60067
Phone# (847) 202-3233 FAX# (866) 879-7795

F. Taxpayer identification.

Are you incorporated? Yes No

If yes, State of Incorporation: Illinois

What is your Taxpayer Identification Number?

Social Security # _____ - _____ - _____

OR

Employer Identification # 26-3447792

G. Bid prices are firm for 60 days after bid opening for evaluation of bid.

H. Discounts will be allowed for prompt payment as follows:

20 Calendar Days 0 % 30 Calendar Days 0 %

Every attempt to take prompt payment discounts for less than twenty (20) calendar days will be made; however, no consideration will be given during the bid award evaluation.

I. Specify Guaranteed Date of Completion if different than Date: Within 12 weeks
of order

J. Check to Specify the Following Required Submittals Have Been Supplied:

- Original and two (2) copies of bid
- Company information
- Executive Statement
- Insurance
- Proof of Insurance
- Pro Prib applicable licenses (city and/or state)
- Standard product agreement
- All minimum requirements have been answered and addressed by item
- Budget for the proposed work to include: (Breakdown to include all costs. The successful proposer will bear the burden of any and all undisclosed costs.)

K. Check to acknowledge receipt of addendum and/or amendment N/A if applicable.

Company Name

Name of Authorized RFP. — Typed

Street Address/P.O. Box

Signature of Authorized RFP.

City/State/Zip

Date

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) Alexander Le
am the (title) Project Manager
and the duly authorized representative of the firm of (Firm Name) General Medical
Devices, Inc. DBA AED Professionals
whose address is 348.W. Cotton Street Palatka, IL 60067

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: [Signature]
Printed Name: Alexander Le
Firm Name: General Medical Devices, Inc. DBA AED Professionals
Date: 9/18/2024

Sworn to and subscribed before me this 18th day of September, 2024.

Notary Public - State of Illinois
My Commission expires 9/28/25



(Printed, typed or stamped commissioned name of Notary Public)