

**INVITATION TO BID**

Bid Invitation Number: **5-2013**

Date of Issue: **01/28/2013**

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **02/11/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 115 Cisco Rd., Lexington, KY 40504

Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>Commodity/Service</b>
<b>Tetherless Patient Simulator</b>
See specifications

<p style="text-align: center;"><b><u>Check One:</u></b></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><b><u>Proposed Delivery:</u></b></p> <p><b>45-60</b> days after acceptance of bid.</p>
<p style="text-align: center;"><b><u>Procurement Card Usage</u></b></p> <p><input checked="" type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>	

Submitted by: GAUMARD SCIENTIFIC Co., Inc

Firm 14700 SW 136 ST.

Address MIAMI, FL 33196

City, State & Zip

**Bid must be signed:  
(original signature)**

*[Handwritten Signature]*  
Signature of Authorized Company Representative – Title

Representative's Name (Typed or printed)

1-800-882-6655      305-667-6025

Area Code - Phone – Extension      Fax #

annette@gaumard.com  
E-Mail Address

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**

**AFFIDAVIT**

Comes the Affiant, PETER EGGERT, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is PETER EGGERT and he/she is the individual submitting the bid or is the authorized representative of GAUMARD SCIENTIFIC Co., INC

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

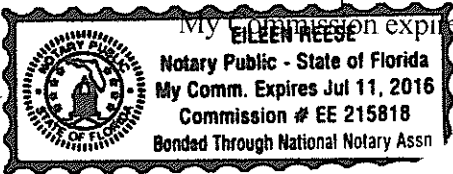
*[Handwritten Signature]*

STATE OF Florida

COUNTY OF Manatee-Dade

The foregoing instrument was subscribed, sworn to and acknowledged before me

by \_\_\_\_\_ on this the 8<sup>th</sup> day of February, 2013.



My Commission expires: July 11, 2016  
*[Handwritten Signature]*  
NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

# **I. GREEN PROCUREMENT**

## **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

### Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

## **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Green Seal.org](http://www.Green Seal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

## **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:  
  
    **“Bid on #5-2013 Tetherless Patient Simulator”**  
  
    and addressed to:     Division of Central Purchasing  
                                    200 East Main Street, Room 338  
                                    Lexington, Kentucky 40507  
  
    **The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has

been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year*

*period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*

- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

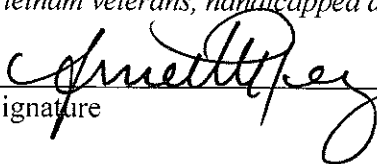
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

GAUMARD SCIENTIFIC Co., Inc  
Name of Business



Lexington-Fayette Urban County Government  
 Division of Emergency Management  
 Tetherless Patient Simulator

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The Lexington-Fayette Urban County Government is accepting bids for a HAL S3000 Tetherless Patient Simulator for the Lexington-Fayette Urban County Government Division of Emergency Management, as per the following specifications:

- No substitutions shall be allowed.
- Contact Tim Brandewie at the Division of Emergency Management at (859) 425-2494 or at [rbrandew@lexingtonky.gov](mailto:rbrandew@lexingtonky.gov) for more information regarding these specifications. For quoting inquiries, contact Theresa Maynard, Division of Central Purchasing, at (859) 258-3320 or at [theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov).

**HAL S3000 Mobile EMS (LIGHT SKIN TONE)**

Unit shall include:

- Active eyes w/ papillary response options
- Bowel sounds for all 4 quadrants
- Breathing with multiple airways sounds
- Catheterization male / female
- Circulation multiple heart sounds / pulse sites
- Cyanosis responds to physiologic condition / interventions
- Convulsions and tremors
- ECG's generated in real time
- Defib, cardiovert, and pace using real devices
- Share images such as X-rays, CT scans, lab results
- Tablet PC
- Programmable scenarios
- Bilateral IV and IM

Item #	Qty	Description	Item #	Price
1.	1	HAL Mobile EMS - Light Skin Tone (Includes shipping charges)	S3000L	\$ 23,296.58
2.	1	Extended Warranty for S3000 (Covers years 2 & 3)	S3000EXW	\$ 3,910.00
3.	1	Lower Right I/O leg assembly, light color. (Ordered at the time of initial purchase only)	S3000.028.R.L	\$ 800.00
4.	1	All in One Computer, virtual monitor software included.	S3000.001.R2	\$ 2,095.00
5.	1	In-Service Training / Install (1 day)	INS	\$ 1,500.00
<b>TOTAL BID:</b>				<b>\$ 31,601.58</b>

**EXCLUSIVE ONE-YEAR LIMITED WARRANTY**

Gaumard warrants that if the accompanying Gaumard product proves to be defective in material or workmanship within one year from the date on which the product is shipped from Gaumard to the customer, Gaumard will, at Gaumard's option, repair or replace the Gaumard product.

This limited warranty covers all defects in material and workmanship in the Gaumard product, except:

1. Damage resulting from accident, misuse, abuse, neglect, or unintended use of the Gaumard product;
2. Damage resulting from failure to properly maintain the Gaumard product in accordance with Gaumard product instructions, including failure to properly clean the Gaumard product; and
3. Damage resulting from a repair or attempted repair of the Gaumard product by anyone other than Gaumard or a Gaumard representative.

**This one-year limited warranty is the sole and exclusive warranty provided by Gaumard for the accompanying Gaumard product, and Gaumard hereby explicitly disclaims the implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose.** Except for the limited obligations specifically set forth in this one-year limited warranty, Gaumard will not be liable for any direct, indirect, special, incidental or consequential damages, whether based on contract, tort, or any other legal theory regardless of whether Gaumard has been advised of the possibilities of such damages. Some jurisdictions do not allow disclaimers of implied warranties, or the exclusion or limitation of consequential damages, so the above disclaimers and exclusions may not apply and the first purchaser may have other legal rights.

**This limited warranty applies only to the first purchaser of the product and is not transferable.** Any subsequent purchasers or users of the product acquire the product "as is" and this limited warranty does not apply.

**This limited warranty applies only to the products manufactured and produced by Gaumard.** This limited warranty does not apply to any products provided along with the Gaumard product that are manufactured by third-parties. For example, third-party products such as computers (desktop, laptop, tablet, or handheld) and monitors (standard or touch-screen) are not covered by this limited warranty. However, third-party products are covered by the warranties provided by the respective third-party manufacturers and such warranties are transferred from Gaumard to purchaser upon purchase of the Gaumard product. Defects in third-party products are covered exclusively by the warranties provided by the third-parties. Gaumard does not provide any warranty, express or implied, with respect to any third-party products. Please contact the third-party manufacturer for information regarding the availability of extended warranties for third-party products.

Any waiver or amendment of this warranty must be in writing and signed by an officer of Gaumard.

In the event of a perceived defect in material or workmanship of the Gaumard product, the first purchaser must:

1. Contact Gaumard and request authorization to return the Gaumard product. Do NOT return the Gaumard product to Gaumard without prior authorization.
2. Upon receiving authorization from Gaumard, send the Gaumard product along with copies of (1) the original bill of sale or receipt and (2) this limited warranty document to Gaumard at 14700 SW 136 Street, Miami, FL, 33196-5691 USA.
3. If the necessary repairs to the Gaumard product are covered by this limited warranty, then the first purchaser will pay only the incidental expenses associated with the repair, including any shipping, handling, and related costs for sending the product to Gaumard and for sending the product back to the first purchaser. However, if the repairs are not covered by this limited warranty, then the first purchaser will be liable for all repair costs in addition to costs of shipping and handling.

**In accordance with the warranty terms set forth above, this Exclusive One-Year Limited Warranty is effective as of \_\_\_\_\_ (Shipping Date) and applies only to:**

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_

## **TWO-YEAR EXTENDED WARRANTY**

This two-year extended warranty extends the term of Gaumard's standard one-year limited warranty for two additional years. Accordingly, under this two-year extended warranty, Gaumard warrants that if the accompanying Gaumard product proves to be defective in material or workmanship within three years from the date on which the product is shipped from Gaumard to the customer, Gaumard will, at Gaumard's option, repair or replace the Gaumard product.

This two-year extended warranty covers all defects in material and workmanship in the Gaumard product, except:

1. Damage resulting from accident, misuse, abuse, neglect, or unintended use of the Gaumard product;
2. Damage resulting from failure to properly maintain the Gaumard product in accordance with Gaumard product instructions, including failure to properly clean the Gaumard product; and
3. Damage resulting from a repair or attempted repair of the Gaumard product by anyone other than Gaumard or a Gaumard representative.

**This two-year extended warranty and Gaumard's standard one-year limited warranty are the sole and exclusive warranties provided by Gaumard for the accompanying Gaumard product, and Gaumard hereby explicitly disclaims the implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose.** Except for the limited obligations specifically set forth in this two-year extended warranty and the one-year limited warranty, Gaumard will not be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory regardless of whether Gaumard has been advised of the possibilities of such damages. Some jurisdictions do not allow disclaimers of implied warranties or the exclusion or limitation of consequential damages, so the above disclaimers and exclusions may not apply and the first purchaser may have other legal rights.

**This two-year extended warranty applies only to the first purchaser of the product and is not transferable.** Any subsequent purchasers or users of the product acquire the product "as is" and this two-year extended warranty does not apply.

**This two-year extended warranty applies only to the products manufactured and produced by Gaumard.** This two-year extended warranty does not apply to any products provided along with the Gaumard product that are manufactured by third-parties. For example, third-party products such as computers (desktop, laptop, tablet, or handheld) and monitors (standard or touch-screen) are not covered by this two-year extended warranty. However, third-party products are covered by the warranties provided by the respective third-party manufacturers and such warranties are transferred from Gaumard to purchaser upon purchase of the Gaumard product. Defects in third-party products are covered exclusively by the warranties provided by the third-parties. Gaumard does not provide any warranty, express or implied, with respect to any third-party products. Please contact the third-party manufacturer for information regarding the availability of extended warranties for third-party products.

Any waiver or amendment of this warranty must be in writing and signed by an officer of Gaumard.

In the event of a perceived defect in material or workmanship of the Gaumard product, the first purchaser must:

1. Contact Gaumard and request authorization to return the Gaumard product. Do NOT return the Gaumard product to Gaumard without prior authorization.
2. Upon receiving authorization from Gaumard, send the Gaumard product along with copies of (1) the original bill of sale or receipt and (2) this limited warranty document to Gaumard at 14700 SW 136 Street, Miami, FL, 33196-5691 USA.
3. If the necessary repairs to the Gaumard product are covered by this limited warranty, then the first purchaser will pay only the incidental expenses associated with the repair, including any shipping, handling, and related costs for sending the product to Gaumard and for sending the product back to the first purchaser. However, if the repairs are not covered by this limited warranty, then the first purchaser will be liable for all repair costs in addition to costs of shipping and handling.

**In accordance with the warranty terms set forth above, this Two-Year Extended Warranty is effective for two years following the expiration of Gaumard's standard one-year limited warranty and applies only to:**

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Acting Commissioner

**ADDENDUM #2**

Bid Number: **#5-2013**

Date: January 28, 2013

Subject: Tetherless Patient Simulator

Address inquiries to:  
Theresa Maynard  
(859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarification to specifications of the above referenced bid:

**Please see the revised Specifications for this bid,  
Which are attached to this Addendum.**

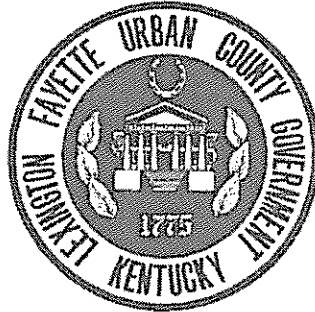
Todd Slatin, Acting Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

BID OF: GAUMARD SCIENTIFIC Co., Inc  
ADDRESS: 14700 SW 136 ST. MIAMI, FL 33196  
SIGNATURE OF BIDDER: [Handwritten Signature]

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

## INVITATION TO BID #5-2013

### Tetherless Patient Simulator

#### NOTICE TO BIDDERS

Bid Opening Date: February 11, 2013

Bid Opening Time: 2:00 PM

Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

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Pre Bid Meeting: N/A

Pre Bid Time:

Address: