

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/04/2024

Contract/Lease Control #: C24-3948-PS

Procurement#: SINGLE SOURCE

Contract/Lease Type: CONTRACT

Award To/Lessee: PROCARE SERVICES/STRYKER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/01/2024

Expiration Date: 10/31/2025

Description of: PROCARE STRYKER STRETCHER MAINTENANCE

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed: \_\_\_\_\_

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>C24-3948-PS</u>	Tracking Number: <u>5275-2y</u>
Procurement/Contractor/Lessee Name: <u>Stryker</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>Amendment #1</u>	
Date/Term: <u>10-31-25</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Department #: <u>4500</u>	2. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Account #: <u>54660</u>	3. <input checked="" type="checkbox"/> \$50,000 OR LESS
Amount: <u>\$50,257.00</u>	
Department: <u>PS</u>	Dept. Monitor Name: <u>Maddox</u>

**Purchasing Review**

Procurement or Contract/Lease requirements are met: <u>DeRita Mason</u>	Date: <u>9-5-2y</u>
Purchasing Manager or designee: _____	DeRita Mason, Erin Poole, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: <u>no Federal b1D</u>	Grant Name: _____
Grants Coordinator: _____	Suzanne Ulloa
Date: _____	

**Risk Management Review**

Approved as written: <u>see email attach</u>	Date: <u>9-10-2y</u>
Risk Manager or designee: _____	Lydia Garcia

**County Attorney Review**

Approved as written: <u>see email attach</u>	Date: <u>9-11-2y</u>
County Attorney: _____	Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: _____	Date: _____
----------------------------	-------------

**IT Review (if applicable)**

Approved as written: _____	Date: _____
----------------------------	-------------

## DeRita Mason

---

**From:** Odessa Cooper-Pool  
**Sent:** Tuesday, September 10, 2024 11:54 AM  
**To:** DeRita Mason  
**Subject:** FW: C24-3948-PS amendment  
**Attachments:** C24-3948-PS amendment 1.pdf

Good afternoon DeRita,

The 1<sup>st</sup> amendment for ProCare Service Stryker has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

**Odessa Cooper-Pool**  
Public Records & Contracts Specialist  
Human Resources/ Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— **Paulo Coelho, *The Alchemist***

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, September 10, 2024 11:02 AM  
**To:** Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Subject:** RE: C24-3948-PS amendment

DeRita Mason

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Wednesday, September 11, 2024 3:01 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Odessa Cooper-Pool  
**Subject:** Re: C24-3948-PS amendment

DeRita,

We can utilize last year's sole source form. In addition to the Anti-Human Trafficking affidavit, you need to include the US Iron and Steel provision. Also, section 15 of the Terms and Conditions referenced on page 2 need to be deleted. Public records law applies to the County and we cannot agree to keep this information confidential.

With those changes, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

---

**From:** DeRita Mason  
**Sent:** Thursday, September 5, 2024 10:12:15 AM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Odessa Cooper-Pool  
**Subject:** C24-3948-PS amendment

Good morning,  
Please review and approve the attached. Do we need to get an actual updated sole source or can we use the initial source form we received last year.  
Thank you,

DeRita Mason





## 1 Year PLT, BATT, PM

Quote Number: 10974899  
Version: 1  
Prepared For: OKALOOSA COUNTY EMS  
Attn:

Rep: brian warner  
Email:  
Phone Number:

GPO: EMS  
Quote Date: 08/21/2024  
Expiration Date: 09/20/2024  
Contract Start: 11/01/2024  
Contract End: 10/31/2025

Service Rep: Jeff Wages  
Email:

### Delivery Address

Name: OKALOOSA COUNTY EMS

Account #: 20113341

Address: 714 ESSEX RD

FORT WALTON BEACH

Florida 32547-2403

### Sold To - Shipping

Name: OKALOOSA COUNTY EMS

Account #: 20113341

Address: 714 ESSEX RD

FORT WALTON BEACH

Florida 32547-2403

### Bill To Account

Name: OKALOOSA COUNTY FINANCE  
DEPT

Account #: 20113543

Address: 302 N WILSON ST STE 203

CRESTVIEW

Florida 32536-3474

### ProCare Products:

Item	Product	Description	Months	Qty	Unit Price	Total
1.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD (Parts, Labor, Travel, Preservation, Maintenance, Batteries, Service)	12	11	\$2,273.00	\$25,003.00
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD (Parts, Labor, Travel, Preservation, Maintenance, Batteries, Service)	12	9	\$2,273.00	\$20,457.00
3.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO (Parts, Labor, Travel, Preservation, Maintenance, Batteries, Service)	12	3	\$1,599.00	\$4,797.00

ProCare Total: \$50,257.00

ProCare Quarterly Payment: \$12,564.25

### Price Totals:

**CONTRACT #: C24-3948-PS**  
**PROCARE SERVICES/STRYKER**  
**PROCARE STRYKER STRETCHER MAINTENANCE**  
**EXPIRATION: 10/31/2025**

Authorized Customer Signer (Printed)

Date

Stryker Authorized Signature (Printed)

Date

# 1 Year PLT, BATT, PM

Quote Number: 10974899

Version: 1

Prepared For: OKALOOSA COUNTY EMS

Attn:

Rep: brian wamer

Email:

Phone Number:

GPO: EMS

Quote Date: 08/21/2024

Expiration Date: 09/20/2024

Contract Start: 11/01/2024

Contract End: 10/31/2025

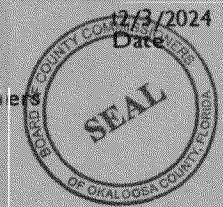
Service Rep: Jeff Wages

Email:

Authorized Customer Signature

Paul Mixon

Chairman, Board of County Commissioners



Stryker Authorized Signature

Date

10/22/24

Purchase Order Number

1. Service Plan Coverage. Contractor will perform the repair and maintenance services (collectively, the "Services") in accordance with the service plan identified in the table above (the "Service Plan"). The Services will cover the capital equipment identified in the "Equipment Service Plan" below (collectively, the "Equipment").
2. Service Plan Terms and Conditions. In addition to each Service Plan's coverage terms and conditions, the Services will be subject to the PROCARE Services Terms and Conditions set forth below.
3. Term and Termination.
  - a. Term. The Term of each Service Plan (the "Term") will continue begin on the Contract Start date and end on the Contract End date identified above. Thereafter, the Services Plan may only be extended or renewed upon mutual agreement of the parties.
  - b. Termination for Cause. Either Party may terminate a Service Plan upon written notice to the other Party in the event the other Party breaches the Service Plan and fails to cure the breach within thirty (30) days after receipt of written notice thereof. In the event of such termination, Customer will be entitled to receive from Stryker a refund of all amounts prepaid by Customer under a Service Plan for Services that have not yet been provided by Stryker at the time of such termination, and Stryker will be entitled to receive from Customer payment for all Services that have been provided by Stryker prior to such termination.
  - c. Termination for Convenience. Either Party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other. If Customer has made advance payments, Stryker will provide prorated refund to the Customer for the remaining balance of the term, and any Equipment in Stryker's possession will be promptly returned to Customer.
4. Warranty; Limitations of Warranty. During the Term, Contract warrants the following:
  - a. Contractor has the experience, capability and resources to perform under the Service Plan, and Contractor further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
  - b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
  - c. If the Services are to be performed on County's premises, Contractor represents and warrants that Contractor will comply with all applicable safety laws and County's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that County has provided advance written notification of such rules, regulations and policies to Contractor;
  - d. Contractor currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.

- e. Contractor will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Term. When Equipment or component is replaced, the item provided in replacement will be the County's property and the replaced item will be Contractor's property. If a refund is provided by Contractor, the Equipment for which the refund is provided must be returned to Contractor and will become Contractor's property.
  - f. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY CONTRACTOR, AND CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
5. Limitations and Exclusions from Service Plan. County will use commercially reasonable efforts to cooperate with Contractor in connection with Contractor's performance of the Services. County understands and acknowledges that Contractor ProCare employees will not provide surgical or medical advice, will not practice surgery or medicine, will not be involved in any manner which may be construed as practicing surgery or medicine, will not come in contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. County's personnel will refrain from requesting Contractor employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, County policies, or the patient's informed consent. A refusal by Contractor employees to engage in such activities will not be a breach of this Agreement. County consents to the presence of Contractor employees in its operating rooms, where applicable, in order for Customer to provide Services under this Agreement and represents that it will obtain all necessary consents from patients for such presence during surgery.

Notwithstanding any other provision set forth herein, the Service Plan does not cover the following, as determined by Contractor in its sole discretion: (i) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (ii) accidents, catastrophe, fire, flood or act(s) of God; (iii) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Contractor authorized personnel; (iv) service necessary due to the failure of the County or anyone under its control to comply with written instructions or recommendations; (v) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (vi) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (vii) service Contractor cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (viii) service to the Equipment if the Equipment or the Equipment site is contaminated with blood or other potentially infectious substances; or (ix) equipment that has been repaired with any unauthorized or non-Contractor components. In addition, in order to ensure safe operation of the Equipment, only Contractor accessories should be used. Contractor reserves the right to invalidate a Service Plan and any complimentary loaner programs thereunder if Equipment is used with accessories not manufactured by Contractor. If, at any time, upon inspection of the Equipment in service, Contractor deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the County in writing on the date of service.

Payment Schedule

**Starting Balance:** **\$50,257.00**

Date	Payment	Balance
11/01/2024	\$12,564.25	\$37,692.75
02/01/2025	\$12,564.25	\$25,128.50
05/01/2025	\$12,564.25	\$12,564.25
08/01/2025	\$12,564.25	\$ -

## Equipment Service Plan

Size	Model	Serial
1.0	PROCARE-SVC-POWER-LOAD	160140758
1.0	PROCARE-SVC-POWER-LOAD	161240263
1.0	PROCARE-SVC-POWER-LOAD	161239929
1.0	PROCARE-SVC-POWER-LOAD	180141476
1.0	PROCARE-SVC-POWER-LOAD	180141478
1.0	PROCARE-SVC-POWER-LOAD	160742199
1.0	PROCARE-SVC-POWER-LOAD	180141477
1.0	PROCARE-SVC-POWER-LOAD	160140756
1.0	PROCARE-SVC-POWER-LOAD	160140757
1.0	PROCARE-SVC-POWER-LOAD	161240264
1.0	PROCARE-SVC-POWER-LOAD	161239928
2.0	PROCARE-SVC-POWER-LOAD	1902012400295
2.0	PROCARE-SVC-POWER-LOAD	1911012400034
2.0	PROCARE-SVC-POWER-LOAD	1911012400029
2.0	PROCARE-SVC-POWER-LOAD	2111012400218
2.0	PROCARE-SVC-POWER-LOAD	1911012400053
2.0	PROCARE-SVC-POWER-LOAD	2111012400216
2.0	PROCARE-SVC-POWER-LOAD	1910012400058
2.0	PROCARE-SVC-POWER-LOAD	2008012400146
2.0	PROCARE-SVC-POWER-LOAD	1911012400035
3.0	PROCARE-SVC-POWERPRO	2111003500055
3.0	PROCARE-SVC-POWERPRO	2009003500183
3.0	PROCARE-SVC-POWERPRO	2110003500229



## ANTI-HUMAN TRAFFICKING AFFIDAVIT

**DIRECTIONS:** All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

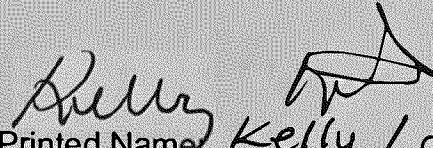
I Kelly LaFave (insert name) as Contract Analyst  
(insert title) on behalf of Stryker Sales LLC (insert entity name)  
under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Stryker Sales LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Stryker Sales LLC (insert entity name) does not participate in any of the following actions:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or



- g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

  
Printed Name: Kelly LaFave  
Title: Contract Analyst  
Nongovernmental entity:  
Date: 10/22/24

STATE OF Michigan  
COUNTY OF Allegan

SWORN TO AND SUBSCRIBED before me X in person or \_\_\_\_\_ remote notarization  
by Kelly LaFave as \_\_\_\_\_ on behalf of \_\_\_\_\_,  
who is personally known to me  
or who produced State of Michigan DL as identification this 22nd  
day of October, 2024.

Notary Public

(Notary Seal)



Notary Signature: Andrea Estelle  
Date Notarized: 10/22/24  
Andrea Estelle  
Notary Public, State of Michigan,  
County of Allegan  
Acting in the County of Allegan  
My Commission Expires 06/19/2026

## **GENERAL SERVICES INSURANCE REQUIREMENTS**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All required insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A-, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. Except with respect to any claim or loss that arises from the negligence or willful misconduct of Okaloosa County, their respective officials, employees & volunteers, all required insurance policies (with the exception of Workers' Compensation policies) shall include Okaloosa County, their respective officials, employees & volunteers as an Additional Insured. Except with respect to any claim or loss that arises from the negligence or willful misconduct of Okaloosa County, their respective officials, employees & volunteers, the coverage afforded the Additional Insured under such policy(ies) shall be primary to and shall not contribute with any insurance or self-insurance maintained by County. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance. Blanket endorsements are acceptable.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor accompanied by an open negotiation of the changes acceptable to both parties. Contractor reserves the right to reject the modified insurance requirements. If County cancels this Agreement based on Contractor's rejection of the modified insurance requirements, such cancellation shall be without penalty to the Contractor.
6. In the event that the County has a reasonable expectation of defense and/or indemnification with respect to a third-party claim under the terms of this Agreement and the Contractor or its insurer declines to accept the County's tender of such claim, Contractor shall provide copies (redacted if necessary) of relevant insurance policies.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.

*Revised 12/21/2022*

8. Insurance coverage(s) required to be maintained by Contractor under this Agreement shall not limit or restrict the extent to which Stryker is required to indemnify County under the terms of this Agreement. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project at any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles used by the Contractor for work in connection with this Agreement for Bodily Injury and Property Damage liability. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor under this Agreement.
2. Commercial General Liability coverage shall include the following:

*Revised 12/21/2022*

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of this Agreement.

#### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident and/or per employee and policy limit for disease
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations \$2M Annual Aggregate
4. Personal and Advertising Injury	\$1M each occurrence

*Revised 12/21/2022*

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to promptly report any incident or claim that results from performance of this Agreement that names or is reasonably expected to name the County as a defendant. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) business days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) business days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS; LIMITATION OF LIABILITY**

To the fullest extent permitted by law Contractor shall indemnify and hold harmless County from any loss or damage brought by a third party which County may suffer directly as a result of the gross negligence or willful misconduct of Contractor or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (a) an injury or damage due to the negligence of any person other than Contractor's employee or agent; (b) the failure of any person other than Contractor's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (c) the use of any equipment or part not purchased from Contractor or any equipment or any part thereof that has been modified, altered or repaired by any person other than Contractor's employee or agent; or (d) any actions taken or omissions made by any Contractor employee while under the direction or control of County's staff.

IN NO EVENT WILL CONTRACTOR BE LIABLE FOR, NOR WILL COUNTY BE ENTITLED TO, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF CONTRACTOR'S PROVISION OF THE SERVICES HEREUNDER.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The Contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice

*Revised 12/21/2022*



requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than within ten (10) days of the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection, according to these insurance requirements.
7. To the extent Contractor is obligated to indemnify County with respect to a covered claim or loss, any and all deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.
9. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to comply with these insurance requirements through a program of self-insurance.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

With respect to the required Workers' Compensation and Employer's Liability and Business Automobile liability policies only, Contractor hereby agrees to obtain a waiver

*Revised 12/21/2022*



of subrogation in favor of Okaloosa County and its employees.

**EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the required liability insurance limits stated in this Agreement.

*Revised 12/21/2022*

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Howmedica Osteonics Corp**

2 Business name/disregarded entity name, if different from above

**Stryker Sales, LLC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or  
single-member LLC

☒ C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to  
certain entities, not individuals; see  
instructions on page 3):

Exempt payee code (if any) **5**

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup>

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Exemption from FATCA reporting  
code (if any) **E**

Other (see instructions) <sup>a</sup>

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**1941 STRYKER WAY**

6 City, state, and ZIP code

**PORTAGE, MI 49002**

7 List account number(s) here (optional)

## 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

- -

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

or

Employer identification number

2	2	-	2	1	8	3	5	9	0
---	---	---	---	---	---	---	---	---	---

## 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 <sup>a</sup>

Date <sup>a</sup> **1/2/2024**

## 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](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption

taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Cat. No. 10231X

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Form **W-9** (Rev. 10-2018)

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Foreign Profit Corporation

HOWMEDICA OSTEONICS CORP.

### Filing Information

Document Number	P27358
FEI/EIN Number	22-2183590
Date Filed	12/19/1989
State	NJ
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/20/2002
Event Effective Date	NONE

### Principal Address

325 Corporate Dr.  
Mahwah, NJ 07430

Changed: 04/22/2021

### Mailing Address

325 Corporate Dr.  
Mahwah, NJ 07430

Changed: 04/22/2021

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 07/09/1992

Address Changed: 07/09/1992

### Officer/Director Detail

#### **Name & Address**

Title Vice President and Treasurer

Blondia, Jeanne M.  
325 Corporate Dr.  
Mahwah, NJ 07430

Title VP, Tax

Furgason, David G.  
325 Corporate Dr.  
Mahwah, NJ 07430

Title Director

Berry, William E., Jr.  
325 Corporate Dr.  
Mahwah, NJ 07430

Title Director

Stiles, Spencer S.  
325 Corporate Dr.  
Mahwah, NJ 07430

Title President

Stiles, Spencer S.  
325 Corporate Dr.  
Mahwah, NJ 07430

Title VP, Finance

Berry, William E., Jr.  
325 Corporate Dr.  
Mahwah, NJ 07430

Title VP, Corporate Secretary

Etheridge, Sean C.  
325 Corporate Dr.  
Mahwah, NJ 07430

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	04/22/2021
2022	03/28/2022
2023	02/27/2023

#### **Document Images**

02/27/2023 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/28/2022 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
04/22/2021 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>

<a href="#"><u>05/25/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/30/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/27/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/27/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/29/2016 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/23/2015 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/28/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/12/2013 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/04/2012 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/14/2011 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/28/2010 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/29/2009 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/30/2008 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/30/2007 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/27/2006 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/26/2005 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/08/2004 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/15/2003 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/19/2002 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/20/2002 -- Name Change</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/18/2001 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>06/08/2000 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/15/1999 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/08/1998 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/03/1997 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/01/1996 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>05/01/1995 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>

Florida Department of State - Division of Corporations



**Opportunity Details**

Notice ID	Related Notice	Active/Inactive
<b>36C25024N0193</b>		<b>Active</b>
Notice Status	Department/Ind. Agency	Sub-Tier
<b>Published</b>	<b>VETERANS AFFAIRS, DEPARTMENT OF</b>	<b>VETERANS AFFAIRS, DEPARTMENT OF</b>
Office		
<b>250-NETWORK CONTRACT OFFICE 10 (36C250)</b>		

**Award Details**

Contract Award Date	Contract Award Number
<b>Dec 13, 2024</b>	<b>36C25024N0193</b>
Task/Delivery Order Number	Contract Awarded Unique Entity ID
<b>36C25024N0193</b>	<b>JNMXEM2MPH75</b>
Contract Awarded Name	Contract Awarded Address
<b>HOWMEDICA OSTEONICS CORPORATION</b>	<b>Allendale , NJ USA</b>
Contract Award Amount	
<b>857045.55</b>	

**General Information**

Contract Opportunity Type	Updated Published Date
<b>Award Notice (Updated)</b>	<b>Dec 13, 2023 03:39 PM</b>
Date Offers Due	Inactive Policy
	<b>After a specific date</b>
Inactive Date	Initiative
<b>Mar 13, 2025</b>	<b>None</b>
Allow Vendors to Add/remove from Interested Vendors List	Allow Vendors to View Interested Vendors List
<b>Yes</b>	<b>No</b>

**Classification**

Original Set Aside	Product Service Code
	<b>6515-MEDICAL AND SURGICAL INSTRUMENTS, EQUIPMENT, AND SUPPLIES</b>
Place of Performance	
<b>Cleveland , OH USA</b>	

**NAICS Code(s)**

NAICS Code	NAICS Definition
<b>339113</b>	<b>Surgical Appliance and Supplies Manufacturing</b>

## Description

STRYKER HIP ORTHO INSTRUMENTATION

## Attachment/Links

### Attachments

Document	File Size	Access	Updated Date
C01 VA119-17-D-0013 36C25024N0193_1 ATTACHMENT.docx	0.015625KB	public	2023-12- 13T15:39:30.707+00:00

### Links

Display Name	Updated Date
--------------	--------------

## Contact Information

## History

Contract Opportunity Type	Updated Date
Award Notice (Original)	Dec 13, 2023 03:39 PM

## Interested Vendors List



August 2023

To whom it may concern,

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Our field service team, ProCare® Services, uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-PRO™ 2 powered ambulance cot  
(Model 6507), high configuration
- MTS Power-LOAD® powered cot fastener
- Lithium battery
- Battery charger assembly
- Power cord assembly

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available

Please contact your sales representative for further information. Sincerely,

John Guyeskey  
Senior Marketing Manager

Stryker or its affiliated entities own, use, or have applied for any referenced trademarks or service marks: Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Copyright © 2023 Stryker.  
M0000010603 REV AA

#### Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](http://stryker.com)