

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/01/2022

Contract/Lease Control #: C23-3271-PS

Procurement#: SINGLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: STRYKER/PROCARE SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2022

Expiration Date: 09/30/2023

Description of: STRYKER STRETCHER MAINTENANCE AGREEMENT

Department: PS

Department Monitor: AUTREY

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: TBD Tracking Number: 4943-22
Procurement/Contractor/Lessee Name: Stylcor Grant Funded: YES ___ NO X
Purpose: Maintenance agreement
Date/Term: 1yr 1. GREATER THAN \$100,000
Department #: 4500 2. GREATER THAN \$50,000
Account #: 546440 3. \$50,000 OR LESS
Amount: \$38,934.00/year
Department: PS Dept. Monitor Name: Maddox

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 9-30-22
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal bid Grant Name: _____
_____ Date: _____
Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see mail attached * see note in email *
_____ Date: 9-30-22
Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see mail attached
_____ Date: 10-27-22
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

C 23-3271-PS

DeRita Mason

From: Lydia Garcia
Sent: Friday, September 30, 2022 2:45 PM
To: DeRita Mason
Subject: RE: Stryker Stretcher Maintenance for FY23
Attachments: General Service Insurance Requirements W-Professional Liability.docx

If this turns into a contract, then please make sure to include the attached General Service Insurance Requirement with Professional Liability. These are Stryker engineered products being serviced by Stryker.



Kind Regards,

L. Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://myokaloosa.com/>

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: Friday, September 30, 2022 2:27 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Lydia Garcia <lgarcia@myokaloosa.com>
Subject: FW: Stryker Stretcher Maintenance for FY23

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, October 27, 2022 2:00 PM
To: DeRita Mason
Cc: 'Parsons, Kerry'
Subject: Re: Stryker Stretcher Single Source Justification

Great. The maintenance agreement is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Thursday, October 27, 2022 2:34:08 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'
Subject: Stryker Stretcher Single Source Justification

Lynn,
Please see updated single source per your request for review of the maintenance agreement for the stretchers.
Thank you,

DeRita Mason



DeRita Mason, CPFO, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 10/27/2022

PR No: Contract

Requestor: Darrel Welborn

Phone No: 850.651.7150

Department/Division: Public Safety/Emergency Medical Services

Item Description: ProCare Stryker Stretcher Maintenance

Vendor: ProCare Services/Stryker

Vendor's Address: 3800 E. Centre Avenue
Portage, MI 49009

Vendor's Telephone No: 269.389.2300

Point of Contact: Brian Warner

Single Source Justification:
(attach additional docs if any)

ProCare Stryker is the provider and our current vendor for maintenance services on our fleet of stretchers. We desire to create a maintenance contract with them due to their familiarity with the product, our stretchers specifically, and history of maintenance.

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

Requesting Department Director Signature (or *[Signature]* **Date** 10/27/2022
authorized Designee)

REVIEW BY OMB AND PURCHASING	
<p>Approved: <input checked="" type="checkbox"/></p> <p>Denied: <input type="checkbox"/></p>	<p>OMB and Purchasing Department Comments:</p> <p>OMB Director Signature Faye Douglas <small>Digitally signed by Faye Douglas Date: 2022.10.27 13:32:47 -05'00'</small> Date</p>

CONTRACT: C23-3271-PS
 STRYKER/PROCARE SERVICES
 STRYKER STRETCHER MAINT AGREEMENT
 EXPIRES: 09/30/2023

ProCareServices



Sales Rep Name: jeff wages
 ProCare Service Rep: brian warner

3800 E. Centre Ave
 Portage, MI 49009

Date: 9/29/2022
 ID #: 220929111217

Billing Acc Num:
 Shipping Acct Num: 1170433
 Account Name okaloosa co ems
 Account Address 714 essex rd
 City, State Zip fort walton beach, FL 32547

Name: Capt Greg Cain
 Title: ems commander
 Phone: 850-651-7150
 Email: jcain@myokaloosa.com

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	6390	Power-LOAD	EMS Prevent	17	1	\$34,323.00
2	6506	Power Cots	EMS Prevent	3	1	\$4,611.00

EMS Prevent:

- *Includes parts, labor, travel
- *Includes 1 annual PM inspection
- *Includes unscheduled service
- *Includes battery replacement
- *Includes product equipment checklists.
- *Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.

Quarterly Payments \$9,733.50	ProCare Total	\$38,934.00
See below for complete payment schedule	FINAL TOTAL	\$38,934.00

Start Date: 10/15/2022
 End Date: 10/14/2023

Tom Tackabury
 Stryker Signature _____ Date 10/28/22

Faye Douglas
 Customer Signature _____ Date _____
Digitally signed by Faye Douglas
 Date: 2022.11.01 09:48:41 -05'00'

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number _____

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				38,934.00
10/1/2022	\$ 9,733.50	\$ -	\$ 29,200.50	\$ 29,200.50
1/1/2023	\$ 9,733.50	\$ -	\$ 19,467.00	\$ 19,467.00
4/1/2023	\$ 9,733.50	\$ -	\$ 9,733.50	\$ 9,733.50
7/1/2023	\$ 9,733.50	\$ -	\$ -	\$ -

Item No.	Model	Serial Number	Program
1	6390	160140756	EMS Prevent
2	6390	160140757	EMS Prevent
3	6390	160140758	EMS Prevent
4	6390	160742199	EMS Prevent
5	6390	161239928	EMS Prevent
6	6390	161239929	EMS Prevent
7	6390	161240263	EMS Prevent
8	6390	161240264	EMS Prevent
9	6390	180141476	EMS Prevent
10	6390	180141477	EMS Prevent
11	6390	180141478	EMS Prevent
12	6390	1902012400295	EMS Prevent
13	6390	1910012400058	EMS Prevent
14	6390	191012400053	EMS Prevent
15	6390	1911012400029	EMS Prevent
16	6390	1911012400034	EMS Prevent
17	6390	1911012400035	EMS Prevent
18	6506	180141101	EMS Prevent
19	6506	180141102	EMS Prevent
20	6506	1903003500534	EMS Prevent

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number 220929111217

Check box if Billing same as Shipping

Billing Account Num	0
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Shipping Account Num	1170433
Company Name	okaloosa co ems
Contact or Department	Capt Greg Cain
Street Address	714 essex rd
Add'l Address Line	
City, ST ZIP	fort walton beach, FL 32547
Phone	850-651-7150

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number 220929111217

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

GENERAL SERVICES INSURANCE REQUIREMENTS FOR
PROFESSIONAL LIABILITY

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 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. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. 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.
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.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor
8. 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 or 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 for Bodily Injury and Property Damage. 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.
2. Commercial General Liability coverage shall include the following:
 - 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 the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
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
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) 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) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including

but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, 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, 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 Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, 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 ten (10) days prior to 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.
7. 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.

GENERAL TERMS

Revised 12/21/2022

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.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

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 minimum liability insurance limits stated in this Agreement.