CONTRACT, LEASE, AGREEMENT CONTROL FORM

| Date: | 02/08/2024 |
|------------------------------|---------------------------------------|
| Contract/Lease Control #: _ | C24-3948-PS |
| Procurement#: | SINGLE SOURCE |
| Contract/Lease Type: _ | CONTRACT-AGREEMENT |
| Award To/Lessee: | PROCARE SERVICES / STRYKER |
| Owner/Lessor: | OKALOOSA COUNTY |
| Effective Date: | 11/01/2023 |
| Expiration Date: | 10/31/2024 |
| 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: C24-3948-P5 | Tracking Number: <u>5000-24</u> |
|---|---------------------------------|
| Procurement/Contractor/Lessee Name: ProCare Services/Stryker | Grant Funded: YES NO <u>X</u> |
| Purpose: ProCare Stryker/Emergency Medical Services | |
| Date/Term: One Year 1. | GREATER THAN \$100,000 |
| Department #: <u>4500</u> 2. | GREATER THAN \$50,000 |
| Account #: 546640 3. | \$50,000 OR LESS |
| Amount: \$41,165.00 | |
| Department: PS Dept. Monitor Name: Madd | <u>ox</u> |
| Purchasing Review | |
| Procurement or Contract/Lease requirements are met: | |
| Amber Hammonds | Date: 10/30/2023 |
| | |
| 2CFR Compliance Review (if require | d) :: |
| Approved as written: Grant Name Required: Yes No | |
| N/A | Date: |
| Grants Coordinator – Suzanne Ulloa | |
| | |
| Risk Management Review Approved as written: Revised Approval from Karen Thomas 2/7 | 124 |
| See Attached Email | Date: |
| See Attached Email Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline | Mtichuk / Odessa Cooper-Pool) |
| Inomas | |
| Approved as written: | |
| See Attached Email | Date: 11/16/2023 |
| County Attorney - (Circle One: Lynn Hoshihara, Kerry Parsons or Designed | |
| Department Funding Review | |
| Approved as written: | |
| | Date: |
| | |
| IT Review (if applicable) Approved as written: | |
| | Date: |
| | |

Amber Hammonds

| From: Sent: To: Cc: Subject: Attachments: | Odessa Cooper-Pool Monday, October 30, 2023 2:52 PM Amber Hammonds Lynn Hoshihara; Kerry Parsons FW: Stryker Stryker Maint Contract Single Source 10-25-23.pdf; Stryker Maint Contract Single Source 10-25-23.pdf; General Services Insurance Requirements.docx |
|--|---|
| Follow Up Flag: | Follow up |
| Flag Status: | Flagged |

Good afternoon Amber,

I have reviewed the insurance and the justification for the single source request for ProCare Services / Stryker. These are approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |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: Amber Hammonds <ahammonds@myokaloosa.com>

Sent: Monday, October 30, 2023 1:50 PM To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com> Subject: Stryker

Good afternoon all -

Please review and approve the contract for the above referenced single source.

Thank you, Amber Hammonds Contracts & Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970 Email: <u>ahammonds@myokaloosa.com</u>



SAVE THE DATE!! Registration is now OPEN!! Pars for Procurement Golf Classic CGCC Annual Pars for Procurement Golf Classic November 17, 2023 Blackwater Golf Club 4927 Antioch Road Crestview, FL 32536

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.

Amber Hammonds

From:Karen ThomasSent:Wednesday, February 7, 2024 2:15 PMTo:Amber HammondsSubject:RE: Stryker RISK RED-LINES (2nd Round) Okaloosa Quote-INS REQ - Quote #10775589 Stryker
(1-17-2024).docx

Yes, This is approved by risk management for insurance purposes.

Thank you

Have a safe and Blessed Day!

Karen Thomas

Karen Thomas Risk Manager Okaloosa County Risk Management 302 N Wilson Street, Suite 301 Crestview, Fl. 32536 850.689.5978 / 850.758-2790 Cell KThomas@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: Amber Hammonds <ahammonds@myokaloosa.com>
Sent: Wednesday, February 7, 2024 1:38 PM
To: Karen Thomas <kthomas@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Stryker RISK RED-LINES (2nd Round) Okaloosa Quote-INS REQ - Quote #10775589 Stryker (1-17-2024).docx
Importance: High

Good afternoon Ms. Karen, Can you confirm the attachment is updated completely? If this is approved by risk (with all the corrections from Stryker), I will forward to Stryker for signatures.

Thank you, **Amber Hammonds** Contracts & Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970

Email: ahammonds@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: Wages, Jeff < Jeff.Wages@stryker.com >

Sent: Wednesday, February 7, 2024 11:21 AM

To: Karen Thomas <<u>kthomas@myokaloosa.com</u>>; Amber Hammonds <<u>ahammonds@myokaloosa.com</u>>; DeRita Mason <<u>dmason@myokaloosa.com</u>>

Subject: RE: Stryker RISK RED-LINES (2nd Round) Okaloosa Quote-INS REQ - Quote #10775589 Stryker (1-17-2024).docx

Thanks Karen, I appreciate your patience in seeing this through. Please let me know if you need anything else from our team.

Jeff Wages

Account Manager South AL / FL panhandle

Stryker

3800 East Centre Ave. Portage, Michigan 49002 C 901.491.1349 jeff.wages@stryker.com

Need Accessories and Disposables? www.strykeremergencycare.com/store

From: Karen Thomas < <u>kthomas@myokaloosa.com</u>>

Sent: Wednesday, February 7, 2024 10:31 AM

To: Wages, Jeff <Jeff.Wages@stryker.com>; Amber Hammonds <ahammonds@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>

Subject: RF: Stryker RISK RED-LINES (2nd Round) Okaloosa Ouote-INS REO - Ouote #10775589 Stryker (1-17-2024) docx You don't often get email from kthomas@mvokaloosa.com. Learn why this is important

Jeff, Amber and DeRita

We are going to approve this by risk management this time. Please be advised that our ATTORNEY PREPARED documents are generally not up for negotiation.

Thank you

Have a safe and Blessed Day!

Karen Thomas

Karen Thomas Risk Manager Okaloosa County Risk Management 302 N Wilson Street, Suite 301

32536 / 850.758-2790 Cell κιnomas@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: Wages, Jeff <<u>Jeff.Wages@stryker.com</u>>

Sent: Tuesday, February 6, 2024 3:40 PM

To: Karen Thomas <<u>kthomas@myokaloosa.com</u>>; Amber Hammonds <<u>ahammonds@myokaloosa.com</u>>; DeRita Mason <<u>dmason@myokaloosa.com</u>>

Subject: RE: Stryke Good afternoon N



NES (2nd Round) Okaloosa Quote-INS REQ - Quote #10775589 Stryker (1-17-2024).docx

Ive attached the reply from my legal department.

- RED-LINE (2-6-24) of Insurance Requirements which reflect Stryker's comments/revisions on the two remaining issues;
- > CLEAN/FINAL (2-6-2024) Insurance Requirements with all changes incorporated.
- Proposed / Updated PDF Execution Version consisting of:
 - Stryker Quote # 10775589; requires signature on page 2;
 - Page 2 of the quote references our hyperlinked T&Cs (which the County agreed to previously by signing the quote) and the 2-6-25 modified Insurance Requirements;
 - $\circ~$ Page 6 Final General Services Insurance Requirements; and
 - Page 11 County's Single Source Purchase Justification Request which will need signatures for (page 11).

Hopefully, we will be able to reach an agreement here. Let me know if you have any questions-

Thank you-

Jeff Wages Account Manager South AL / FL panhandle Stryker

3800 East Centre Ave. Portage, Michigan 49002 C 901.491.1349 jeff.wages@stryker.com

Need Accessories and Disposables? www.strykeremergencycare.com/store

 From: Karen Thomas <</td>
 kthomas@myokaloosa.com

 Sent: Friday, January 19, 2024 9:51 AM

 To: Amber Hammonds https://www.ahrefthammonds@myokaloosa.com

 Sent: Friday, January 19, 2024 9:51 AM

 To: Amber Hammonds https://www.ahrefthammonds@myokaloosa.com

 <<a href="https://www.ahrefthammonds@myokaloosa.com"/www.ahrefthammonds@myokaloosa.com"/www.ahrefthammonds

Thank you *Karen Thomas* Karen Thomas Risk Manager Okaloosa County Risk Management 302 N Wilson Street, Suite 301 Crestview, Fl. 32536 850.689.5978 / 850.758-2790 Cell <u>KThomas@myokaloosa.com</u>

Amber Hammonds

From: Sent: To: Subject: Lynn Hoshihara Thursday, November 16, 2023 12:39 PM Amber Hammonds; Kerry Parsons Re: Stryker

This is approved.

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: Amber Hammonds Sent: Monday, October 30, 2023 4:04:05 PM To: Kerry Parsons; Lynn Hoshihara Subject: RE: Stryker

Good afternoon all -

I am sorry, I forgot to add this attachment.

Thank you, **Amber Hammonds** Contracts & Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970 Email: ahammonds@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: Amber Hammonds

Sent: Monday, October 30, 2023 1:50 PM

To: Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Kerry Parsons (KParsons@ngn-tally.com) <KParsons@ngn-tally.com>; Lynn (Ihoshihara@myokaloosa.com) <Ihoshihara@myokaloosa.com>; Odessa Cooper-Pool (ocooperpool@myokaloosa.com) <ocooperpool@myokaloosa.com> Subject: Stryker

Good afternoon all -

Please review and approve the contract for the above referenced single source.

Thank you, **Amber Hammonds** Contracts & Lease Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850.689.5960 ext. 6962 Fax: 850.689.5970 Email: <u>ahammonds@myokaloosa.com</u>



SAVE THE DATE!! Registration is now OPEN!! Pars for Procurement Golf Classic GGCC Annual Pars for Procurement Golf Classic November 17: 2023 Blackwater Gelf Club 4722 Anlacch Ob Crestview, FL 32236 Crestview, FL 32236 BLACK WATER REGISTER HERE

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.

stryker

Quote Number:

OKALOOSA COUNTY EMS Transport ProCare Quote

10775589

C24-3948-PS PROCARE SERVICES / STRYKER

ProCare Stryker Stretcher Maintenance

Expires: 10/31/2024

| Version: | 1 | | |
|------------------|---------------------|---------------|--------------|
| Prepared For: | OKALOOSA COUNTY EMS | Rep: | Jeff Wages |
| | Attn: | Email: | |
| | | Phone Number: | |
| | | | |
| GPO: | EMS | Service Rep: | Brian Warner |
| Quote Date: | 09/05/2023 | Email: | |
| Expiration Date: | 10/05/2023 | | |
| Contract Start: | 02/21/2024 | | |
| Contract End: | 10/31/2024 | | |

| Delivery Address | | Bill To Account | |
|------------------|---------------------|-----------------|------------------------------|
| Name: | OKALOOSA COUNTY EMS | Name: | OKALOOSA COUNTY FINANCE DEPT |
| Account #: | 20113341 | Account #: | 20113543 |
| Address: | 714 ESSEX RD | Address: | 302 N WILSON ST STE 203 |
| | FORT WALTON BEACH | | CRESTVIEW |
| | Florida 32547-2403 | | Florida 32536-3474 |

ProCare Products:

| # | Product | Description | Months | Qty | Sell Price | Total |
|-----|-------------------|------------------------|--------------|-----------|------------|-------------|
| 1.0 | POWERLOAD-PROCARE | PROCARE-SVC-POWER-LOAD | 12 | 9 | \$2,273.00 | \$20,457.00 |
| 2.0 | POWERPRO-PROCARE | PROCARE-SVC-POWERPRO | 12 | 3 | \$1,599.00 | \$4,797.00 |
| 3.0 | POWERLOAD-PROCARE | PROCARE-SVC-POWER-LOAD | 12 | 7 | \$2,273.00 | \$15,911.00 |
| | | | ProCare Quar | terly Pay | /ment: | \$10,291.25 |

Price Totals:

| Grand Total: | \$41,165.00 |
|--------------|-------------|
| | |

stryker

OKALOOSA COUNTY EMS Transport ProCare Quote

| 10775589 | | |
|---------------------|--|---|
| 1 | | |
| OKALOOSA COUNTY EMS | Rep: | Jeff Wages |
| Attn: | Email: | |
| | Phone Number: | |
| | | |
| EMS | Service Rep: | Brian Warner |
| 09/05/2023 | Email: | |
| 10/05/2023 | | |
| 11/01/2023 | | |
| 10/31/2024 | | |
| | 1 OKALOOSA COUNTY EMS Attn: EMS 09/05/2023 10/05/2023 11/01/2023 | 1OKALOOSA COUNTY EMSRep:Attn:Email: Phone Number:EMSService Rep:09/05/2023Email: 10/05/202311/01/2023 |

 Faye Douglas
 Tom Tackabury Sr. Sales Manager
 2/8/24

 Authorized Customer Signer (Printed)
 Date
 Stryker Authorized Signature (Printed)
 Date

 Faye Douglas
 Digitally signed by Faye Douglas
 Tom Tackabury
 2/8/24

 Authorized Customer Signature
 Date
 Tom Tackabury
 2/8/24

 Stryker Authorized Signature
 Date
 Date
 Date

Purchase Order Number

Service Terms and Conditions:

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 together with the General Services Insurance Requirements negotiated between the parties hereto (2-6-2024) and which are attached as an Exhibit to this Quote.

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are Parties to a Master Service Agreement.

Payment Schedule

Starting Balance:

\$41,165.00

| Date | Payment | Balance |
|------------|-------------|-------------|
| 11/01/2023 | \$10,291.25 | \$30,873.75 |
| 02/01/2024 | \$10,291.25 | \$20,582.50 |
| 05/01/2024 | \$10,291.25 | \$10,291.25 |
| 08/01/2024 | \$10,291.25 | \$ - |

Equipment Service Plan

| Line Item # | Model | Serial # |
|-------------|------------------------|---------------|
| 1.0 | PROCARE-SVC-POWER-LOAD | 1902012400295 |
| 1.0 | PROCARE-SVC-POWER-LOAD | 1910012400058 |
| 1.0 | PROCARE-SVC-POWER-LOAD | 191012400053 |
| 1.0 | PROCARE-SVC-POWER-LOAD | 1911012400029 |
| 1.0 | PROCARE-SVC-POWER-LOAD | 1911012400034 |
| 1.0 | PROCARE-SVC-POWER-LOAD | 1911012400035 |
| 1.0 | PROCARE-SVC-POWER-LOAD | 2008012400146 |
| 1.0 | PROCARE-SVC-POWER-LOAD | 2111012400216 |
| 1.0 | PROCARE-SVC-POWER-LOAD | 2111012400218 |
| 2.0 | PROCARE-SVC-POWERPRO | 2009003500183 |
| 2.0 | PROCARE-SVC-POWERPRO | 2110003500229 |
| 2.0 | PROCARE-SVC-POWERPRO | 2111003500055 |
| 3.0 | PROCARE-SVC-POWER-LOAD | 160140756 |
| 3.0 | PROCARE-SVC-POWER-LOAD | 160140757 |
| 3.0 | PROCARE-SVC-POWER-LOAD | 160742199 |
| 3.0 | PROCARE-SVC-POWER-LOAD | 161239929 |
| 3.0 | PROCARE-SVC-POWER-LOAD | 180141476 |
| 3.0 | PROCARE-SVC-POWER-LOAD | 180141477 |
| 3.0 | PROCARE-SVC-POWER-LOAD | 180141478 |
| | | |

Purchase Order Form

stryker

| Account Manager | | Purchase Order Date | |
|---|-----------------|--|--|
| Cell Phone | | Expected Delivery Date | |
| | | Stryker Quote Number | |
| Check box if Billing same as | Shipping | | |
| BILL TO Billing Account Num Company Name Contact or Department Street Address Addt'l Address Line City, ST ZIP Phone | CUSTOMER # | SHIP TO CUSTOMER # Shipping Account Num Company Name Contact or Department Street Address Addt'l Address Line City, ST ZIP Phone Phone | |
| Authorized Customer Initials | | Authorized Customer Initials | |
| DESCRIPTION | | | |
| Accounts Payable Contact I | nformation | | |
| Name Email Phone | | | |
| Authorized Customer Signa | ture | | |
| Printed Name | | | |
| Title | | | |
| Signature | | | |
| Date | | | |
| Attachment Stryk | er Quote Number | | |

*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.



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: 10/25/2023

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).

 \checkmark

Other, additional justification required (continue on blank page as needed)

Requesting Department Director Signature (or authorized Designee)

Date

| REVIEW BY OMB AND PURCHASING | | | | |
|------------------------------|---|--|--|--|
| Approved: x | OMB and Purchasing Department Comments: | | | |
| Denied: | | | | |
| | | | | |

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

| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
|---|--|--|--|
| e. ns on page 3. | 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. Che following seven boxes. | eck only one of the | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| | ☐ Individual/sole proprietor or | Trust/estate | Exempt payee code (if any) 5 |
| ĕĕ | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner | ship) 🕨 | |
| Print or type. Specific Instructions | Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the o another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing is disregarded from the owner should check the appropriate box for the tax classification of its owner another the tax classification of the owner should check the appropriate box for the tax classification of the tax classification of the owner another tax classification of the owner should check the appropriate box for the tax classification of the tax classification of the owner another tax classification of the owner should check the appropriate box for the tax classification of the owner another tax classification of the owner should check the appropriate box for the tax classification of the tax classification of the owner another tax classification of the owner should check the appropriate box for the tax classification of the tax classification of the tax classification of the owner another tax classification of the owner should check the appropriate box for the tax classification of tax classification | wner of the LLC is le-member LLC that | Exemption from FATCA reporting code (if any)E |
| ecif | ☐ Other (see instructions) ► | - | (Applies to accounts maintained outside the U.S.) |
| Spe | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name a | nd address (optional) |
| See | 1941 STRYKER WAY | | |
| 0) | 6 City, state, and ZIP code | | |
| | PORTAGE, MI 49002 | | |
| | 7 List account number(s) here (optional) | | |
| | | | |
| Par | t I Taxpayer Identification Number (TIN) | | |
| Enter backu eside entitie | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to ave p withholding. For individuals, this is generally your social security number (SSN). However, for int alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> | or a | urity number |
| TIN, la | | Or Employer | identification number |
| vote: | If the account is in more than one name, see the instructions for line 1. Also see What Name a | and Employer | identification 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.

Part II Certification

Under penalties of perjury, I certify that:

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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 ► (1/1/1/ /m) | North | Date 🕨 | 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*.

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)

2

2

2

3

5 9 0

8

- 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)
- 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.



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 SYS | TEM | |
| 1200 S. PINE ISLAND RO | DAD | |
| PLANTATION, FL 33324 | | |
| Name Changed: 07/09/19 | 992 | |
| 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

| Report Year | Filed Date |
|-------------|------------|
| 2021 | 04/22/2021 |
| 2022 | 03/28/2022 |
| 2023 | 02/27/2023 |

Document Images

| 02/27/2023 ANNUAL REPORT | View image in PDF format |
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| 03/28/2022 ANNUAL REPORT | View image in PDF format |
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| 04/28/2014 ANNUAL REPORT | View image in PDF format |
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| 04/26/2005 ANNUAL REPORT | View image in PDF format |
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| 04/15/2003 ANNUAL REPORT | View image in PDF format |
| 04/19/2002 ANNUAL REPORT | View image in PDF format |
| 03/20/2002 Name Change | View image in PDF format |
| 04/18/2001 ANNUAL REPORT | View image in PDF format |
| 06/08/2000 ANNUAL REPORT | View image in PDF format |
| 04/15/1999 ANNUAL REPORT | View image in PDF format |
| 05/08/1998 ANNUAL REPORT | View image in PDF format |
| <u>04/03/1997 ANNUAL REPORT</u> | View image in PDF format |
| 05/01/1996 ANNUAL REPORT | View image in PDF format |
| <u>05/01/1995 ANNUAL REPORT</u> | View image in PDF format |
| | |

Florida Department of State, Division of Corporations



Opportunity Details

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

Award Details

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

General Information

857045.55

| Contract Opportunity Type | Updated Published Date |
|---|--|
| Award Notice (Updated) | Dec 13, 2023 03:39 PM |
| Date Offers Due | Inactive Policy |
| | After a specific date |
| Inactive Date | Initiative |
| | None |
| Mar 13, 2025 | |
| Allow Vendors to Add/remove from Interested Vendors | Allow Vendors to View Interested Vendors List |
| List | |
| Yes | No |
| Classification | |
| Original Set Aside | Product Service Code 6515-MEDICAL AND SURGICAL INSTRUMENTS, |
| | EQUIPMENT, AND SUPPLIES |
| Place of Performance | |
| Cleveland , OH USA | |
| | |
| NAICS Code(s) | |
| NAICS Code | NAICS Definition |
| 339113 | Surgical Appliance and Supplies Manufacturing |



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 Typ Award Notice (Original) | e | Updated Date Dec 13, 2023 03:39 PM | |
| Interested Vendors List | | | |

GENERAL SERVICES INSURANCE REQUIREMENTS Okaloosa County, TN and Stryker Sales, LLC Re: Quote #10775589

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. Except with respect to any claim or loss that arises from the negligence or willful misconduct of the County, their respective officials, employees or volunteers, the required insurance policies 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, with Contractor's written consent, 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 furnish the County Risk Manager with copies of the relevant/redacted insurance policy(ies) within 10 days of the County Attorney's written request.
- 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 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 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:
 - 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:

LIMIT

| 1. | Workers' Compensation1.) State2.) Employer's Liability | Statutory \$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 BodilyInjury & Property Damage\$1M each occurrence Products and completed operations\$2M annual aggregate |
| 4. | Personal and Advertising Injury | \$1M each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to 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 promptly after the Contractor becomes aware of such incident or claim. The County representative shall receive written notice in the form of a reasonably detailed written report describing the incident or claim within ten business (10) days of the Contractor's becoming aware of the incident or claim. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given as soon as reasonably practicable after Contractor becomes aware of the incident or claim followed by a written reasonably detailed report within ten (10) business days after the verbal notification has been given.

INDEMNIFICATION & HOLD HARMLESS

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.

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 requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by and addressed to the Okaloosa County BCC 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, 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 of subrogation in favor of 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 required liability insurance limits stated in this Agreement.

| ACORD [®] CERTIFICATE OF LIABILITY INSURANCE | | | | | | | DATE(MM/DD/YYYY) 01/22/2024 | |
|---|--------------------|---|---|--|----------------------------|--|---|--|
| THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A | IVELY OR URANCE | NEGATIVELY AME DOES NOT CONST | ND, EXTEN | D OR ALTE | R THE COV | ERAGE AFFORDED E | BY THE POLICIES | |
| IMPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to certificate does not confer rights to th | the term | ns and conditions of | the policy, c | ertain polic | | | | |
| PRODUCER Aon Risk Services Central, Inc. MSC#17382 | | | | CONTACT NAME: | | | | |
| | | | | PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | | | |
| Aon | | | E-MAIL ADDRESS: | | | | | |
| PO Box 1447 Lincolnshire IL 60069 USA | | | INSURER(S) AFFORDING COVERAGE | | | | NAIC # | |
| INSURED Stryker Corporation & Subsidiaries 1941 Stryker Way Portage MI 49002 USA | | | INSURER A: Old Republic Insurance Company | | | | 24147 | |
| | | | INSURER B: | | | | | |
| | | | INSURER C: | | | | | |
| | | | INSURER D: | | | | | |
| | INSURER E: | | | | | | | |
| | | | INSURER F: | | | | | |
| COVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES | | NUMBER: 570103 | | | | EVISION NUMBER: | | |
| INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCI | EQUIREMEN | NT, TERM OR CONDIT THE INSURANCE AFF | TION OF ANY FORDED BY 1 | CONTRACT THE POLICIE: | OR OTHER I S DESCRIBE | DOCUMENT WITH RESPE D HEREIN IS SUBJECT | ECT TO WHICH THIS | |
| INSR TYPE OF INSURANCE | ADDL SUB | | | | POLICY EXP (MM/DD/YYYY) | LIM | | |
| A X COMMERCIAL GENERAL LIABILITY | 1 1 | MWZY31274724 | | 02/01/2024 | 11/01/2024 | EACH OCCURRENCE | \$1,000,000 | |
| CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 | |
| | | | | | | MED EXP (Any one person) | Excluded | |
| | | | | | | PERSONAL & ADV INJURY | \$2,000,000 | |
| GEN'LAGGREGATE LIMIT APPLIES PER: | · | | | | | GENERAL AGGREGATE | \$3,000,000 | |
| | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 \$3,000,000 \$3,000,000 | |
| | + | МЖТВ 312744 24 | | 02/01/2024 | 11/01/2024 | | \$1,000,000 | |
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| EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | | |
| A WORKERS COMPENSATION AND | + | 18.0721274224 | | 02/01/2024 | 11/01/2024 | V PER STATUTE OTH | | |
| EMPLOYERS' LIABILITY | N | MWC31274324 AOS | | | | ^ ER | | |
| A ANY PROPRIETOR / PARTNER / EXECUTIVE N OFFICER/MEMBER EXCLUDED? | | MWXS31274524 | | 02/01/2024 | 11/01/2024 | E.L. EACH ACCIDENT | \$1,000,000 | |
| (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | 1 | Excess WC - MI SIR applies per | nolicy ter | ns & condi | tions | E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT | \$1,000,000 | |
| DESCRIPTION OF OPERATIONS below | | STK Ebhiles hel | | | | E.C. DISEASE-POLICY LIMIT | \$1,000,000 | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (ACORD | 101, Additional Remarks So | chedule, may be | | | | ŝ | |
| FOR INFORMATIONAL PURPOSES ONLY | | | | C2 | 4-39 | 948-PS | | |
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| CERTIFICATE HOLDER | | | CANCELL | Expi | res: 10/3 | | _ | |
| | | | | N DATE THERE | | IBED POLICIES BE CANCEI ALL BE DELIVERED IN ACCO | LED BEFORE THE ORDANCE WITH THE | |
| Stryker Corporation & Subsidiaries 1941 Stryker Way Portage MI 49002 USA | | | | AUTHORIZED REPRESENTATIVE | | | | |
| | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE ADD PUISE Services Contral Sna | | | | |
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