

RESOLUTION NO. 2020 - 195

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE PURCHASE AND STANDARDIZATION OF STRYKER PATIENT CARE RELATED EQUIPMENT AND TO AWARD SS 20-58 AND TO EXECUTE AN AGREEMENT WITH STRYKER MEDICAL FOR THE MAINTENANCE AND INSPECTION OS STRYKER PATIENT COTS POWERLOAD SYSTEM AND LUCAS CHEST COMPRESSION SYSTEMS FOR ST. JOHNS COUNTY FIRE RESCUE.

RECITALS

WHEREAS, the County seeks to purchase Stryker patient care related equipment and to standardize Stryker patient care related equipment throughout St Johns County Fire Recue in order to provide uniformity amongst all fire trucks and to enter into a contract with Stryker Medical to provide maintenance and inspection services of Stryker equipment; and

WHEREAS, in accordance with the St. Johns County Purchasing Manual, the County may standardize equipment for compatibility with existing equipment, ease of maintenance and cost of additional training if different equipment is purchased; and

WHEREAS, A notice of Single or Sole Source to vendors to purchase Stryker patient transport cot and related equipment was advertised on April 29, 2020 in accordance with F.S. 287.057 (5) (C) and 120.57 (3) and received no responses from the posting; and

WHEREAS, all purchases and servicing of Stryker patient care related equipment will be funded by SJC Fire Rescue, unless alternative funding sources are identified for a specific purpose;

WHEREAS, the County finds that standardizing this equipment serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to purchase Stryker patient care related equipment as standardized equipment for St Johns County Fire Rescue as appropriately budgeted in each Fiscal Year and to award SS No: 20-58; Stryker Patient Transport Cot and Related Equipment to Stryker Medical and to execute a contract in substantially the same form and format attached hereto for performance services in accordance with SS No: 20-58.

Section 3. The County Administrator, or designee, is further authorized to execute and issue purchase orders for the purchased equipment and enter into an agreement with Stryker Medical for the maintenance of Stryker patient care related equipment without further BOCC approvals.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of June, 2020.

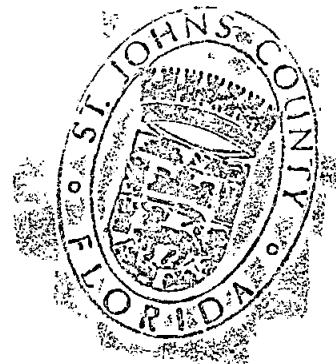
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Brandon Paffy, Clerk

By: Sam Salterman  
Deputy Clerk

RENDITION DATE 6/4/20





**CONTRACT AGREEMENT**  
**Misc 20-106; Inspection and Maintenance Services for Stryker Equipment**  
**Contract #: 20-MAINT-STR-12159**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Stryker Medical** ("Contractor"), authorized to do business in the State of Florida, with offices located at 3800 E Centre Avenue, Portage, MI 49009; Phone: (904) 955-4647; Fax: (269) 216-4449; and Email: eric.smith7@stryker.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon the Effective Date and shall be in effect for a period of three (3) years with an option to renew for two (2) additional two (2) year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 – INCORPORATION OF CONTRACT DOCUMENTS**

A. Contractor has prepared and County has approved and accepted the Contract Documents as identified and set forth below, which a copy of each is attached hereto and incorporated herein by this reference.

- Exhibit A: ProCare Proposal
- Exhibit B: Prevent Onsite Proposal

B. In interpreting this Contract and resolving any inconsistencies or ambiguities, the main body of this Contract takes precedence over Exhibit A and Exhibit B.

**ARTICLE 4 - SERVICES**

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to perform service and maintenance of all Stryker patient cots and Power Load Systems under Stryker's ProCare Program, and all LUCAS Chest Compression Systems under Stryker's Prevent Onsite Program as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Contractor quote dated April 29, 2020 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Fire Rescue Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 5 – SCHEDULE**

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

## ARTICLE 6 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor an amount not to exceed forty-five thousand one hundred and ninety-one dollars and twenty cents (\$45,191.20), which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed description of the Work performed. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Fire Rescue Department  
Attn: Amy Land  
3657 Gaines Road  
St Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

## ARTICLE 7 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

## **ARTICLE 8 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## **ARTICLE 9 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

## **ARTICLE 10 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fourteen (14) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 11 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

**ARTICLE 12 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

**ARTICLE 13 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

**ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

**ARTICLE 15 - INSURANCE**

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages

for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

#### **ARTICLE 16 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

#### **ARTICLE 17 – SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 18 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 19 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 20 – CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

#### **ARTICLE 21 – EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

**ARTICLE 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

**ARTICLE 25 – ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

**ARTICLE 26 – NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

**ARTICLE 28 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

**ARTICLE 30 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.



**ARTICLE 31 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 32 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 33 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

**ARTICLE 34 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

**ARTICLE 35 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Stryker Medical  
Attn: Mr. Eric Smith  
3800 E. Centre Avenue  
Portage, MI 49009

**ARTICLE 36 – HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

**ARTICLE 37 –PUBLIC RECORDS**

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or

materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

#### **ARTICLE 38 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

#### **ARTICLE 39 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

**ARTICLE 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party’s authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

**ST. JOHNS COUNTY, FL:**

Leigh Daniels, CPPB, Assistant Purchasing Mgr.  
Printed Name & Title County Representative

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Date of Execution

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**ATTACHMENT "A"**

**ProCare Services**

**stryker®**

Sales Rep Name: Eric Smith  
ProCare Service Rep: Thomas Pontius

3800 E. Centre Ave  
Portage, MI 49009

Date: 4/29/20  
ID #: 1185462101319

**PROCARE PROPOSAL SUBMITTED TO:**

Account Number: <u>1185462</u>	Name: Amy Land
Account Name: St. Johns County Fire Rescue	Title: Purchasing/Finance Manager
Account Address: 3657 Gaines Road	Phone: (904) 209-1700
City, State Zip: Saint Augustine, FL, 32084	Email: aland@sjcfl.us

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Years	Annual Price
1	6390	PowerLOAD.	EMS Prevent NB	5	1	\$6,364.00
2	6506	PowerPRO XT	EMS Prevent NB	12	1	\$9,244.80
3	6500	PowerPRO XT	EMS Prevent NB	8	1	\$6,163.20
4	6252	StairPRO	EMS Prevent	24	1	\$3,763.20

**PROGRAM INCLUDES:**

**EMS Prevent NB**  
Includes parts, labor, travel, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

**EMS Prevent:**  
Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, battery replacement & product equipment checklists. Replacement parts do not include mattresses, and other disposable or expendable parts.

<b>ProCare Total</b>	<b>\$25,535.20</b>
<b>FINAL TOTAL</b>	<b>\$25,535.20</b>

Start Date: 12/1/2019  
End Date: 11/30/2020

Stryker Signature \_\_\_\_\_ Date \_\_\_\_\_ Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchase Order Number (MUST INCLUDE HARD COPY)

**COMMENTS:**

Please fax signed Proposal and Purchase Order to Tom Taclabury at 269-321-3501.  
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.  
\*\*Quote pricing valid for 30 days.

<b>SERIAL NUMBER LIST</b>			
<b>Item No.</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Program</b>
1	6252	070539784	EMS Prevent
2	6252	070539785	EMS Prevent
3	6252	070539786	EMS Prevent
4	6252	080239167	EMS Prevent
5	6252	080239168	EMS Prevent
6	6252	080239169	EMS Prevent
7	6252	080239171	EMS Prevent
8	6252	080239172	EMS Prevent
9	6252	080239173	EMS Prevent
10	6252	080239174	EMS Prevent
11	6252	080239175	EMS Prevent
12	6252	080239176	EMS Prevent
13	6252	090739672	EMS Prevent
14	6252	090739673	EMS Prevent
15	6252	090739674	EMS Prevent
16	6252	100139391	EMS Prevent
17	6252	151241284	EMS Prevent
18	6252	151241285	EMS Prevent
19	6252	170240509	EMS Prevent
20	6252	170240510	EMS Prevent
21	6252	170840226	EMS Prevent
22	6252	170840227	EMS Prevent
23	6252	171242343	EMS Prevent
24	6252	171242344	EMS Prevent NB
25	6500	110939092	EMS Prevent NB

26	6500	110939093	EMS Prevent NB
27	6500	110939094	EMS Prevent NB
28	6500	110939095	EMS Prevent NB
29	6500	110939096	EMS Prevent NB
30	6500	110939097	EMS Prevent NB
31	6500	110939098	EMS Prevent NB
32	6500	110939099	EMS Prevent NB
33	6506	121140555	EMS Prevent NB
34	6506	121140556	EMS Prevent NB
35	6506	130239302	EMS Prevent NB
36	6506	140839053	EMS Prevent NB
37	6506	150940570	EMS Prevent NB
38	6506	150940571	EMS Prevent NB
39	6506	160841364	EMS Prevent NB
40	6506	160841365	EMS Prevent NB
41	6506	170241086	EMS Prevent NB
42	6506	170241087	EMS Prevent NB
43	6506	171242421	EMS Prevent NB
44	6506	171242422	EMS Prevent NB
45	6390	170639541	EMS Prevent NB
46	6390	170639542	EMS Prevent NB
47	6390	180341743	EMS Prevent NB
48	6390	180341744	EMS Prevent NB
49	6390	180839225	EMS Prevent NB

## **SERVICE AGREEMENT**

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and St. Johns County Fire Rescue, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

### **1. SERVICE COVERAGE AND TERM**

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

### **2. EQUIPMENT SCHEDULE CHANGES**

During the term of the Agreement and upon each party's written consent, additions or changes to the Equipment may be included in the Exhibit A. All additions and / or changes are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions and / or changes.

### **3. INSPECTION SCHEDULING**

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

### **4. INSPECTION ACTIVITY**

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

### **5. CUSTOMER OBLIGATIONS**

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical 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. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

### **6. SERVICE INVOICING**

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

### **7. PRICE CHANGES**

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

### **8. INITIAL INSPECTION**

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

**9. OPERATION MAINTENANCE**

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

**10. SERVICE PLAN WARRANTY AND LIMITATIONS**

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been

**11. WAIVER EXCLUSIONS**

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

**12. LIMITATION OF LIABILITY**

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

**13. INDEMNIFICATION**

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

**14. TERM AND TERMINATION**

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.



#### 15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

#### 16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

#### 17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

#### 18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(i)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-249) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

#### 19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

#### 20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by

#### 21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

## **22. MAINTENANCE INSPECTION**

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

**ATTACHMENT "B"**

**ProCare Services**

**stryker®**

Sales Rep Name: Eric Smith  
ProCare Service Rep: Jay Gray

3800 E. Centre Ave  
Portage, MI 49009

Date: 4/29/2020  
ID #: 200429080808

**PROCARE PROPOSAL SUBMITTED TO:**

Billing Acct Num:  
Shipping Acct Num: 1185462  
Account Name: St. Johns County Fire & Rescue  
Account Address: 3657 Gaines Rd  
City, State Zip: St. Augustine, FL 32084

Name: Amy Land  
Title:  
Phone: (904) 209-1717  
Email: aland@sjcfir.us

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LUCAS	LUCAS	LUCAS Prevent Onsite	14	1	\$19,656.00

**PROGRAM INCLUDES:**

**LUCAS Prevent Onsite:**

- Update software to the most current version
  - Check all batteries and battery pins
  - Inspect the integrity of accessories and recommend replacement as needed
  - Test linear sensor and recalibrate if needed
  - Lubricate and adjust mechanical parts, including compression module and claw lock
  - Clean hood, fan, intake and bellows
  - Perform functional test on all mechanical components and electronics
  - Computer-aided diagnostics
  - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
  - Repairs (parts and labor) to restore equipment to manufacturer specifications
  - Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure\*
  - LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker\*
  - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap
- \*\* (Onsite Repairs or Depot Depending on Agreement) \*\*

Unless otherwise stated on contract, payment is expected upfront.

<b>ProCare Total</b>	<b>\$19,656.00</b>
<b>FINAL TOTAL</b>	<b>\$19,656.00</b>

Start Date: 5/15/2020  
End Date: 5/14/2021

Stryker Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_

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

**COMMENTS:**

Please email signed Proposal and Purchase Order to [procarecoordinators@stryker.com](mailto: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.

**SERIAL NUMBER SHEET**

Item No.	Model	Serial Number	Program
1	LUCAS	35160649	LUCAS Prevent Onsite
2	LUCAS	35172023	LUCAS Prevent Onsite
3	LUCAS	35174326	LUCAS Prevent Onsite
4	LUCAS	35174325	LUCAS Prevent Onsite
5	LUCAS	35185855	LUCAS Prevent Onsite
6	LUCAS	35185856	LUCAS Prevent Onsite
7	LUCAS	35185858	LUCAS Prevent Onsite
8	LUCAS	35185859	LUCAS Prevent Onsite
9	LUCAS	35185860	LUCAS Prevent Onsite
10	LUCAS	35185861	LUCAS Prevent Onsite
11	LUCAS	35185863	LUCAS Prevent Onsite
12	LUCAS	35174146	LUCAS Prevent Onsite
13	LUCAS	35185864	LUCAS Prevent Onsite
14	LUCAS	35185853	LUCAS Prevent Onsite

**Purchase Order Form**



Account Manager \_\_\_\_\_  
 Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
 Expected Delivery Date \_\_\_\_\_  
 Stryker Quote Number 200429080808

Check box if Billing same as Shipping

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

SHIP TO		CUSTOMER#	
Shipping Account Num	1185462		
Company Name	St. Johns County Fire & Rescue		
Contact or Department	Amy Land		
Street Address	3657 Gaines Rd		
Add'l Address Line			
City, ST ZIP	St. Augustine, FL 32084		
Phone	(904) 209-1717		

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  
[www.strykeremergencycare.com/terms](http://www.strykeremergencycare.com/terms)

**Authorized Customer Signature**

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Attachment Stryker Quote Number **200429080808**

\*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:

**REQUEST FOR APPROVAL  
ST JOHNS COUNTY PURCHASING**

**SUBJECT:** Standardization of Patient transport/care Equipment

**SUGGESTED VENDOR:** Stryker Medical

**ESTIMATE:** \$229,092.00

**REASON FOR REQUEST:**

- A.  Standardization
- B.  Spare Parts
- C.  Replacement Parts

- D.  Only Known Supplier
- E.  Delay of Construction Contractor
- F.  Environmental Urgency

**PURCHASING POLICY NUMBER:**

- G.  Public Safety Emergency
- H.  Time Restriction
- I.  Other

**BUDGET ACCOUNT NO/DESCRIPTION:** 0048/ 56400-55200

**BUDGETED AMOUNT:** \$229,092.00

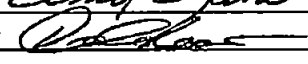
Request to standardize all equipment purchased from Stryker Medical. All transport apparatus is currently outfitted with Stryker equipment across the fleet. To avoid confusion or operator error we are requesting to continue to purchase the same equipment.

**REQUISITIONER:** Amy Land



**DATE:** April 29, 2020

**DEPT. MANAGER:** David Reams



**DATE:** April 29, 2020

**DIVISION MANAGER:**

**DATE:**

**PURCHASING REVIEW**

- DISPOSITION:** A.  Concurs with Request  
 B.  Does not concur with Request  
 C.  Requires approval(s) as listed below

**COMMENTS:**

**BUYER:**

**DATE:**

**PURCHASING MANAGER:**

**DATE:**

**MANAGEMENT REVIEW**

- DISPOSITION:** A.  Concurs with Request  
 B.  Does not concur with Request

**COMMENTS:**

\_\_\_\_ Brad Bradley, Assistant County Administrator

**DATE:**

\_\_\_\_ Joy Andrews, Assistant County Administrator

**DATE:**

\_\_\_\_ Hunter Conrad, County Administrator

**DATE:**

(Use reverse side for additional comments)  
Return to Purchasing when completed.

Revised 04/05/07



Date: December 4, 2019

Re: Stryker Combined Sole Source

To Whom It May Concern:

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-LOAD (Model 6390). Below are the unique characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: Independent Qualification, and Ease of Use. The Stryker EMS Power-LOAD (Model 6390) cot fastening system is mounted within the patient compartment and is intended to aid in the loading/unloading of patients.

#### Independent Qualification

- IPX6: The system is rated to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: This certification indicates that Power-LOAD conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789 clause 4.5.9: This is a European dynamic crash test which subjects a 50<sup>th</sup> percentile dummy to a nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.

#### Ease of Use

- Device must provide a linear guide when loading and unloading the cot
- Device must allow for remote actuation from Power-PRO foot end controls
- Device must engage to the cot during loading and unloading, providing a means of lifting and lowering
- Device must allow for manual back-up operation in the event of power failure or system error
- Device must have a safe working load of 870 lbs and be capable of lifting patients weighing up to 700lbs.
- Device must be mounted inside the patient compartment to prevent environmental exposure and corrosion
- Device must be power washable
- Device must be capable of inductively charging the Stryker SMRT cot battery

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-PRO XT (Model 6506). Below are the unique characteristics of the Power-PRO XT Ambulance Cot. These characteristics can be broken down into two primary categories: Independent Qualification, and Ease of Use and Maintenance.

#### Independent Qualification

- IPX6: The system is rated to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: This certification indicates that Power-PRO conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789 clause 4.5.9: This is a European dynamic crash test which subjects a 50<sup>th</sup> percentile dummy to a nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance. <sup>1</sup>

#### Ease of Use and Maintenance

- The cot has a weight capacity of 700lbs.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. Thus, the cot will not abruptly jar the operator or the patient.
- The battery is placed at the foot end of the stretcher
- The cot legs power-retract in 2.4 seconds which speeds load times.
- The cot provides the highest possible load height of any cot on the market at 36" and is operator-adjustable to match the deck height of individual ambulances.
- The foot end of the cot provides lifting bars and operator controls at two different heights, thus providing optimum ergonomics to most operator heights.
- The foot end of the cot contains a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator the time to change the battery before full depletion of power.
- The cot has 6" x 2" sealed bearing casters – the largest in the industry
- The cot features a foot-end-mounted hourly usage meter. This is an easy tool to determine the timing of preventative maintenance checks.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), thus eliminating aluminum oxidation throughout the cot.
- All caster bearings are sealed, eliminating lubrication.
- The cot is power-washable.
- The cot has an optional knee-gatch which provides patient comfort
- The cot has a retractable head section which provides 360 degree mobility in any height position.

Stryker Medical also certifies that we are the sole manufacturer of Stryker OEM Service Parts.

---

<sup>1</sup> Only conforms when used with the Power-LOAD® cot fastener (model 6390).





December 4, 2019

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI<sup>SM</sup> (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution<sup>SM</sup> Government Campus Solution
- Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

Copyright © 2019 Stryker  
GDR 3321967\_J

**Emergency Care**

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](http://stryker.com)



**(3) Lucas 2019**

Quote Number: 10070569

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: ST JOHNS COUNTY FIRE RESCUE

Chicago, IL 60673-3308

Attn:

Rep: Eric Smith

Email: eric.smith7@stryker.com

Phone Number: (904) 955-4647

Quote Date: 04/28/2020

Expiration Date: 07/27/2020

**Delivery Address**

**End User - Shipping - Billing**

**Bill To Account**

Name: ST JOHNS COUNTY FIRE RESCUE

Name: ST JOHNS COUNTY FIRE RESCUE

Name: ST JOHNS COUNTY FIRE RESCUE

Account #: 1185462

Account #: 1185462

Account #: 1185462

Address: 3657 GAINES RD

Address: 3657 GAINES RD

Address: 3657 GAINES RD

SAINT AUGUSTINE

SAINT AUGUSTINE

SAINT AUGUSTINE

Florida 32084

Florida 32084

Florida 32084

**Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	3	\$13,275.80	\$39,827.40
2.0	11576-000060	LUCAS Desk-Top Battery Charger	3	\$1,012.70	\$3,038.10
3.0	11576-000071	LUCAS External Power Supply	3	\$320.62	\$961.86
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	9	\$619.10	\$5,571.90
<b>Equipment Total:</b>					<b>\$49,399.26</b>

**Price Totals:**

**Grand Total: \$49,399.26**

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



**(3) Lucas 2019**

Quote Number: 10070569

Version: 1

Prepared For: ST JOHNS COUNTY FIRE RESCUE

Attn:

Quote Date: 04/28/2020

Expiration Date: 07/27/2020

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Eric Smith

Email:

eric.smith7@stryker.com

Phone Number:

(904) 955-4647

---

AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



**(3) Power Load 2019**

Quote Number: 10070617

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: ST JOHNS COUNTY FIRE RESCUE

Chicago, IL 60673-3308

Attn:

Rep: Eric Smith

Email: eric.smith7@stryker.com

Phone Number: (904) 955-4647

Quote Date: 04/28/2020

Expiration Date: 07/27/2020

**Delivery Address**

**End User - Shipping - Billing**

**Bill To Account**

Name: ST JOHNS COUNTY FIRE RESCUE

Name: ST JOHNS COUNTY FIRE RESCUE

Name: ST JOHNS COUNTY FIRE RESCUE

Account #: 1185462

Account #: 1185462

Account #: 1185462

Address: 3657 GAINES RD

Address: 3657 GAINES RD

Address: 3657 GAINES RD

SAINT AUGUSTINE

SAINT AUGUSTINE

SAINT AUGUSTINE

Florida 32084

Florida 32084

Florida 32084

**Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	3	\$23,046.67	\$69,140.01

Equipment List Price: \$80,919.00

Equipment Discount %: 14.56%

Equipment Total: \$69,140.01

**Price Totals:**

Total Discount % Off: 14.56%

Grand Total: \$69,140.01

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



**(3) Power Load 2019**

Quote Number: 10070617

Version: 1

Prepared For: ST JOHNS COUNTY FIRE RESCUE  
Attn:

Quote Date: 04/28/2020

Expiration Date: 07/27/2020

Remit to: **Stryker Medical**  
P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Eric Smith  
Email: eric.smith7@stryker.com  
Phone Number: (904) 955-4647

---

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### (3) Power Pro

Quote Number: 10070591

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: ST JOHNS COUNTY FIRE RESCUE

Rep: Eric Smith

Attn:

Email: eric.smith7@stryker.com

Phone Number: (904) 955-4647

Quote Date: 04/28/2020

Expiration Date: 07/27/2020

#### Delivery Address

#### End User - Shipping - Billing

#### Bill To Account

Name: ST JOHNS COUNTY FIRE RESCUE

Name: ST JOHNS COUNTY FIRE RESCUE

Name: ST JOHNS COUNTY FIRE RESCUE

Account #: 1185462

Account #: 1185462

Account #: 1185462

Address: 3657 GAINES RD

Address: 3657 GAINES RD

Address: 3657 GAINES RD

SAINT AUGUSTINE

SAINT AUGUSTINE

SAINT AUGUSTINE

Florida 32084

Florida 32084

Florida 32084

#### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	3	\$19,208.06	\$57,624.18
1.1	6085033000	PR Cot Retaining Post			
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty			
1.3	7777881670	2 Yr Bumper to Bumper Warranty			
1.4	6506026000	Power Pro Standard Components			
1.5	6500001430	X-RESTRAINT PACKAGE			
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)			
1.7	0054032000	DOMESTIC BOXED SHIPPING OPT			
1.8	6506600000	English Manual			
1.9	6500082000	Knee-Gatch/Trendelenburg			
1.10	6506038000	Steer Lock Option			
1.11	6092036018	J Hook			
1.12	6500028000	120V AC SMRT Charging Kit			
1.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS			
1.14	6506040000	XPS Option			
1.15	6085046000	Retractable Head Section O2			
1.16	0054200994	NO RUNNER			
1.17	6500315000	3 Stage IV Pole PR Option			
1.18	6506012003	STANDARD FOWLER			
1.19	6500130000	Pocketed Back Rest Pouch			





**(3) Power Pro**

Quote Number: 10070591

Version: 1

Prepared For: ST JOHNS COUNTY FIRE RESCUE  
Attn:

Quote Date: 04/28/2020

Expiration Date: 07/27/2020

Remit to: **Stryker Medical**

P.O. Box 93308  
Chicago, IL 60673-3308

Rep: Eric Smith

Email: eric.smith7@stryker.com

Phone Number: (904) 955-4647

#	Product	Description	Qty	Sell Price	Total
1.20	6500128000	Head End Storage Flat			
1.21	6500147000	Equipment Hook			
1.22	6506127000	Power-LOAD Compatible Option			

Equipment List Price: \$72,942.00

Equipment Total: \$57,624.18

**Price Totals:**

Total Discount % Off: 21.0%

Grand Total: \$56,124.18

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

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**(3) Stair Chair**

Quote Number: 10070671

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: ST JOHNS COUNTY FIRE RESCUE

Chicago, IL 60673-3308

Attn:

Rep: Eric Smith

Email: eric.smith7@stryker.com

Phone Number: (904) 955-4647

Quote Date: 04/28/2020

Expiration Date: 07/27/2020

**Delivery Address**

**End User - Shipping - Billing**

**Bill To Account**

Name: ST JOHNS COUNTY FIRE RESCUE

Name: ST JOHNS COUNTY FIRE RESCUE

Name: ST JOHNS COUNTY FIRE RESCUE

Account #: 1185462

Account #: 1185462

Account #: 1185462

Address: 3657 GAINES RD

Address: 3657 GAINES RD

Address: 3657 GAINES RD

SAINT AUGUSTINE

SAINT AUGUSTINE

SAINT AUGUSTINE

Florida 32084

Florida 32084

Florida 32084

**Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	6252000000	Stair-PRO Model 6252	3	\$3,070.73	\$9,212.19
1.1	7777881660	1 year parts, labor & travel			
1.2	6252009001	Stair-Pro Operations Manual			
1.3	6250001162	In-Service Video (DVD)			
1.4	6252026000	Common Components			
1.5	6250021000	2 Piece ABS Panel Seat			
1.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
1.7	6252022000	Main Frame Assy Option			
1.8	6250024000	Standard Length Lower LiftHandles			
1.9	6252028000	No Foot Rest Option			
1.10	6252024000	No IV Clip Option			
<b>Equipment Total:</b>					<b>\$9,212.19</b>

**Price Totals:**

**Grand Total: \$9,212.19**

Prices: In effect for 60 days.

Terms: Net 30 Days



**(3) Stair Chair**

Quote Number: 10070671

Version: 1

Prepared For: ST JOHNS COUNTY FIRE RESCUE

Attn:

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Eric Smith

Email:

eric.smith7@stryker.com

Phone Number:

(904) 955-4647

Quote Date: 04/28/2020

Expiration Date: 07/27/2020

Ask your Stryker Sales Rep about our flexible financing options.

---

AUTHORIZED CUSTOMER SIGNATURE

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# ProCareServices



Sales Rep Name: Eric Smith  
 ProCare Service Rep: Jay Gray

3800 E. Centre Ave  
 Portage, MI 49009

Date: 4/29/2020  
 ID #: 200429080808

**PROCARE PROPOSAL SUBMITTED TO:**

Billing Acc Num:  
 Shipping Acct Num: 1185462  
 Account Name St. Johns County Fire & Rescue  
 Account Address 3657 Gaines Rd  
 City, State Zip St. Augustine, FL 32084

Name: Amy Land  
 Title:  
 Phone: (904) 209-1717  
 Email: aland@sjcfl.us

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LUCAS	LUCAS	LUCAS Prevent Onsite	14	1	\$19,656.00

**PROGRAM INCLUDES:**

**LUCAS Prevent Onsite:**

- Update software to the most current version
  - Check all batteries and battery pins
  - Inspect the integrity of accessories and recommend replacement as needed
  - Test linear sensor and recalibrate if needed
  - Lubricate and adjust mechanical parts, including compression module and claw lock
  - Clean hood, fan, intake and bellows
  - Perform functional test on all mechanical components and electronics
  - Computer-aided diagnostics
  - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
  - Repairs (parts and labor) to restore equipment to manufacturer specifications
  - Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure\*
  - LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker\*
  - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap
- \*\* (Onsite Repairs or Depot Depending on Agreement) \*\*

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$19,656.00
<b>FINAL TOTAL</b>	<b>\$19,656.00</b>

Start Date: 5/15/2020  
 End Date: 5/14/2021

\_\_\_\_\_  
 Stryker Signature Date

\_\_\_\_\_  
 Customer Signature Date

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

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

**COMMENTS:**

Please email signed Proposal and Purchase Order to [procarecoordinators@stryker.com](mailto: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.

**SERIAL NUMBER SHEET**

Item No.	Model	Serial Number	Program
1	LUCAS	35160649	LUCAS Prevent Onsite
2	LUCAS	35172023	LUCAS Prevent Onsite
3	LUCAS	35174326	LUCAS Prevent Onsite
4	LUCAS	35174325	LUCAS Prevent Onsite
5	LUCAS	35185855	LUCAS Prevent Onsite
6	LUCAS	35185856	LUCAS Prevent Onsite
7	LUCAS	35185858	LUCAS Prevent Onsite
8	LUCAS	35185859	LUCAS Prevent Onsite
9	LUCAS	35185860	LUCAS Prevent Onsite
10	LUCAS	35185861	LUCAS Prevent Onsite
11	LUCAS	35185863	LUCAS Prevent Onsite
12	LUCAS	35174146	LUCAS Prevent Onsite
13	LUCAS	35185864	LUCAS Prevent Onsite
14	LUCAS	35185853	LUCAS Prevent Onsite

**Purchase Order Form**



Account Manager \_\_\_\_\_

Purchase Order Date \_\_\_\_\_

Cell Phone \_\_\_\_\_

Expected Delivery Date \_\_\_\_\_

Stryker Quote Number 200429080808

Check box if Billing same as Shipping

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

SHIP TO	CUSTOMER#
Shipping Account Num	1185462
Company Name	St. Johns County Fire & Rescue
Contact or Department	Amy Land
Street Address	3657 Gaines Rd
Add'l Address Line	
City, ST ZIP	St. Augustine, FL 32084
Phone	(904) 209-1717

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  
[www.strykeremergencycare.com/terms](http://www.strykeremergencycare.com/terms)

**Authorized Customer Signature**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Attachment Stryker Quote Number 200429080808

\*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.



# ProCare Services



Sales Rep Name: Eric Smith  
ProCare Service Rep: Thomas Pontius

3800 E. Centre Ave  
Portage, MI 49009

Date: 4/29/20  
ID #: 1185462101319

**PROCARE PROPOSAL SUBMITTED TO:**

Account Number: 1185462  
Account Name: St. Johns County Fire Rescue  
Account Address: 3657 Gaines Road  
City, State Zip: Saint Augustine, FL, 32084

Name: Amy Land  
Title: Purchasing/Finance Manager  
Phone: (904) 209-1700  
Email: aland@sjcfl.us

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Years	Annual Price
1	6390	PowerLOAD	EMS Prevent NB	5	1	\$6,364.00
2	6506	PowerPRO XT	EMS Prevent NB	12	1	\$9,244.80
3	6500	PowerPRO XT	EMS Prevent NB	8	1	\$6,163.20
4	6252	StairPRO	EMS Prevent	24	1	\$3,763.20

**PROGRAM INCLUDES:****EMS Prevent NB**

Includes parts, labor, travel, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

**EMS Prevent:**

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

ProCare Total	\$25,535.20
<b>FINAL TOTAL</b>	<b>\$25,535.20</b>

Start Date: 12/1/2019  
End Date: 11/30/2020

Stryker Signature

Date

Customer Signature

Date

Purchase Order Number (MUST INCLUDE HARD COPY)

**COMMENTS:**

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.  
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.  
\*\*Quote pricing valid for 30 days.

**SERIAL NUMBER LIST**

Item No.	Model Number	Serial Number	Program
1	6252	070539784	EMS Prevent
2	6252	070539785	EMS Prevent
3	6252	070539786	EMS Prevent
4	6252	080239167	EMS Prevent
5	6252	080239168	EMS Prevent
6	6252	080239169	EMS Prevent
7	6252	080239171	EMS Prevent
8	6252	080239172	EMS Prevent
9	6252	080239173	EMS Prevent
10	6252	080239174	EMS Prevent
11	6252	080239175	EMS Prevent
12	6252	080239176	EMS Prevent
13	6252	090739672	EMS Prevent
14	6252	090739673	EMS Prevent
15	6252	090739674	EMS Prevent
16	6252	100139391	EMS Prevent
17	6252	151241284	EMS Prevent
18	6252	151241285	EMS Prevent
19	6252	170240509	EMS Prevent
20	6252	170240510	EMS Prevent
21	6252	170840226	EMS Prevent
22	6252	170840227	EMS Prevent
23	6252	171242343	EMS Prevent
24	6252	171242344	EMS Prevent NB
25	6500	110939092	EMS Prevent NB

26	6500	110939093	EMS Prevent NB
27	6500	110939094	EMS Prevent NB
28	6500	110939095	EMS Prevent NB
29	6500	110939096	EMS Prevent NB
30	6500	110939097	EMS Prevent NB
31	6500	110939098	EMS Prevent NB
32	6500	110939099	EMS Prevent NB
33	6506	121140555	EMS Prevent NB
34	6506	121140556	EMS Prevent NB
35	6506	130239302	EMS Prevent NB
36	6506	140839053	EMS Prevent NB
37	6506	150940570	EMS Prevent NB
38	6506	150940571	EMS Prevent NB
39	6506	160841364	EMS Prevent NB
40	6506	160841365	EMS Prevent NB
41	6506	170241086	EMS Prevent NB
42	6506	170241087	EMS Prevent NB
43	6506	171242421	EMS Prevent NB
44	6506	171242422	EMS Prevent NB
45	6390	170639541	EMS Prevent NB
46	6390	170639542	EMS Prevent NB
47	6390	180341743	EMS Prevent NB
48	6390	180341744	EMS Prevent NB
49	6390	180839225	EMS Prevent NB

## **SERVICE AGREEMENT**

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and St. Johns County Fire Rescue, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

### **1. SERVICE COVERAGE AND TERM**

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

### **2. EQUIPMENT SCHEDULE CHANGES**

During the term of the Agreement and upon each party's written consent, additions or changes to the Equipment may be included in the Exhibit A. All additions and / or changes are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions and / or changes.

### **3. INSPECTION SCHEDULING**

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

### **4. INSPECTION ACTIVITY**

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

### **5. CUSTOMER OBLIGATIONS**

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical 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. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

### **6. SERVICE INVOICING**

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

### **7. PRICE CHANGES**

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

### **8. INITIAL INSPECTION**

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

#### **9. OPERATION MAINTENANCE**

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

#### **10. SERVICE PLAN WARRANTY AND LIMITATIONS**

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been

#### **11. WAIVER EXCLUSIONS**

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

#### **12. LIMITATION OF LIABILITY**

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

#### **13. INDEMNIFICATION**

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

#### **14. TERM AND TERMINATION**

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

## 15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

## 16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

## 17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

## 18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

## 19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

## 20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by

## 21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

## **22. MAINTENANCE INSPECTION**

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL  
Purchasing Division  
500 San Sebastian, View  
St. Augustine, FL 32084  
Office: (904) 209-0166

**Sole/Single Source No: SS No: 20-58**

**Date Posted: April 29, 2020**

**Written Response due: May 8, 2020 by or before 5:00PM**

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#### **RESPONSES SUBMITTED TO:**

**Name: Shelly Vongchanta, Procurement Coordinator**

**Email Address: [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us)**

**Phone Number: (904) 209-0166**

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This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

#### **PRODUCT/SERVICE REQUIRED: Stryker Patient Transport Cot and Related Equipment**

#### **DESCRIPTION:**

Fire Rescue has utilized Stryker patient cots for approximately the last nine years and all transport apparatus are equipped with the same type of equipment. This includes the patient transport cot, stair chair and other equipment. In 2016 the department began the transition to the Stryker Power Load system. This system will automatically pick up the cot, with a patient on it, to the proper load height at the truck level. Personnel simply push it in to the loaded/locked position. This device takes the task of picking up the patient loaded cot off the firefighter, placing this burden on the truck and loading system, eliminating the risk of back injury from lifting.

Fire Rescue also purchases LUCAS Chest Compression Systems (LUCAS 3, c3.1) and related accessories through Stryker Sales Corporation.

Recently, Stryker Industries purchased Physio-Control. Physio was the manufacturer of our LUCAS devices-a device to assist with resuscitative efforts during cardiac arrests. This acquisition added yet another piece of equipment necessary for patient care to be purchased from Stryker.

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**INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR:** Stryker Sales Corporation

**PROPOSED COST:** \$200,000

**PROPOSED CONTRACT/PURCHASE TERM:**  
Purchase Orders on an As-Needed Basis

**JUSTIFICATION FOR SOLE/SINGLE SOURCE:**  
Sole Vendor

**RESPONSE TO SOLE/SINGLE SOURCE:**

Firms/Vendors who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

**ATTACHMENTS:** None