

**FIRST AMENDMENT TO TERM CONTRACT FOR  
STRYKER POWER PRO AMBULANCE COTS, STAIR PRO CHAIRS, SERVICE,  
WARRANTY, AND RETROFIT ACCESSORIES  
(IFB-602336-15/TLR)**

THIS FIRST AMENDMENT is made and entered into this 23rd day of October, 20 18 and is to that certain Agreement made and entered into on the 17th day of December, 2015, between **STRYKER SALES CORPORATION, through its Medical Division**, whose address is 3800 East Centre Avenue, Portage, Michigan 49002, in this Amendment referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY."

**WITNESSETH:**

**WHEREAS**, CONTRACTOR and COUNTY entered into the above referenced Agreement on December 17, 2015, to provide Power Pro Ambulance Cots, Stair Pro Chairs, service, warranty, and retrofits; and

**WHEREAS**, the parties desire to amend the Agreement in order to replace Exhibit C, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

**WHEREAS**, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

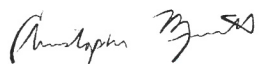
**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit C of the Agreement is deleted and replaced by the new Exhibit C attached to this First Amendment. The effective date of the prices on Exhibit C is December 14, 2018.

2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

WITNESSES:

  
\_\_\_\_\_  
SIGNATURE

Christopher Bennett

\_\_\_\_\_  
PRINT NAME

  
\_\_\_\_\_  
SIGNATURE

Paul Rovinsky

\_\_\_\_\_  
PRINT NAME

STRYKER SALES CORPORATION  
through its Medical Division

  
\_\_\_\_\_  
Title

Regional Sales Manager

\_\_\_\_\_  
Title

October 18, 2018

\_\_\_\_\_  
Date

*[Balance of this page intentionally blank; signatory page continues on Page 3.]*

SEMINOLE COUNTY, FLORIDA

Leticia Figueroa  
Witness

Leticia Figueroa  
Print Name

Tommy Roberts  
Witness

Tommy Roberts  
Print Name

By:

Betsy Cohen  
BETSY COHEN, Procurement Administrator

Date:

10/23/18

For the use and reliance of  
Seminole County only.

Within the authority delegated by the County  
Manager pursuant to Section 3.554, Seminole  
County Administrative Code.

Approved as to form and  
legal sufficiency.

David G. Smith  
County Attorney



DGS/dre

10/11/18

Attachments:

Exhibit C – Price Schedule

T:\Users\Legal Secretary CSB\Purchasing 2018\IFB-602336 1st Amendment.docx



IFB-602336-15/TLR  
AMENDMENT #1

Comprehensive Quotation

EXHIBIT "C"

Sales Account Manager  
TODD TAYLOR  
todd.taylor@stryker.com  
Cell: 407-415-5058

Remit to:  
Stryker Medical  
P.O. Box 93308  
Chicago, IL 60673-3308

End User Shipping Address

1168438  
SEMINOLE COUNTY FIRE RESCUE TRNG CTR  
201 VALENTINE WAY  
LONGWOOD, FL 32779

Shipping Address

1168438  
SEMINOLE COUNTY FIRE RESCUE TRNG CTR  
201 VALENTINE WAY  
LONGWOOD, FL 32779

Billing Address

1063682  
CLERK OF THE COURT SEMINOLE COUNTY  
PO BOX 8080  
SANFORD, FL 32772-8080

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6877002	10/09/2018	QUOTE		BUDGET QUOTE

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	Power-PRO XT	6506000000	\$19,442.14	\$19,442.14	
		Options				
	1	Power-PRO XT	6506000000	\$13,768.96	\$13,768.96	
	1	XPS Option	6506040000	\$1,732.55	\$1,732.55	
	1	Power-LOAD Compatible Option	6506127000	\$1,467.58	\$1,467.58	
	1	Knee-Gatch/Trendelenburg	6500082000	\$691.60	\$691.60	
	1	Steer Lock Option	6506038000	\$664.00	\$664.00	
	1	3 Stage IV Pole PR Option	6500315000	\$298.88	\$298.88	
	1	Fowler O2 Bottle Holder	6500241000	\$226.33	\$226.33	
	1	Pocketed Back Rest Pouch	6500130000	\$224.75	\$224.75	
	1	Base Storage Net	6500160000	\$169.55	\$169.55	
	1	Head End Storage Flat	6500128000	\$120.66	\$120.66	
	1	Equipment Hook	6500147000	\$45.74	\$45.74	
	1	SMRT Charger Mounting Bracket	6500034000	\$31.54	\$31.54	
	1	Dual Wheel Lock	6086602010			
	1	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	1	No Runner/HE O2	0054200994			
	1	No HE Section O2 Bottle	6506036000			
	1	English Manual	6506600000			
	1	120V AC SMRT Charging Kit	6500028000			
	1	Long Hook	6060036018			
	1	XPS Knee Gatch Bolster Matrass	6500003130			
	1	3 YR X-Frame Powertrain Wrnty	7777881669			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	X-RESTRAINT PACKAGE	6500001430			
	1	STANDARD FOWLER	6506012003			
2.00	1	PowerLOAD	6390000000	\$22,336.31	\$22,336.31	
		Options				
	1	PowerLOAD	6390000000	\$22,336.31	\$22,336.31	
	1	Standard Comp 6390 Power Load	6390026000			
	1	English Manual	6390600000			
	1	1 year parts, labor & travel	7777881660			
	1	UNIVERSAL FLOORPLATE OPTION	6390028000			
	1	ONE PER UNIT MANUAL, ENG OPT	6390020000			
3.00	1	6500/6510 STRLOCK RETROFIT KIT	6500700060	\$776.85	\$776.85	
4.00	1	ProCare Upgrade Charge	77100003	\$310.00	\$310.00	
5.00	1	Mass Casualty Fastener	6391000000	\$526.78	\$526.78	



## Comprehensive Quotation

**Sales Account Manager**

TODD TAYLOR  
todd.taylor@stryker.com  
Cell: 407-415-5058

**Remit to:**

**Stryker Medical**  
P.O. Box 93308  
Chicago, IL 60673-3308

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
		Options				
	1	Mass Casualty Fastener	6391000000	\$526.78	\$526.78	
	1	Power LOAD Mass Cas Floor Moun	6391001002			
	1	Short Rail Option	6362020000			
	1	Domestic Manual	6370009001			
6.00	1	<b>Stair-PRO Model 6252</b>	<b>6252000000</b>	<b>\$2,975.39</b>	<b>\$2,975.39</b>	
		Options				
	1	Stair-PRO Model 6252	6252000000	\$2,975.39	\$2,975.39	
	1	Common Components	6252026000			
	1	Stair-Pro Operations Manual	6252009001			
	1	2 Piece ABS Panel Seat	6250021000			
	1	Polypropelene Restraint Set (Plastic Buckles)	6250160000			
	1	1 year parts, labor & travel	7777881660			
	1	Main Frame Assy Option	6252022000			
	1	Standard Length Lower Lift Handles	6250024000			
	1	In-Service Video (DVD)	6250001162			
	1	No Foot Rest Option	6252028000			
	1	No IV Clip Option	6252024000			

Note:

Product Total	\$46,367.47
Freight	\$0.00
Tax	\$0.00
<b>Total</b>	<b>\$46,367.47</b>

Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_

**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.

**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.



**TERM CONTRACT FOR STRYKER POWER PRO AMBULANCES COTS, STAIR  
PRO CHAIRS, SERVICE, WARRANTY, AND RETROFIT ACCESSORIES  
(IFB-602336-15/TLR)**

THIS AGREEMENT is dated as of the 17<sup>th</sup> day of December 20 15, by and between **STRYKER SALES CORPORATION**, through its Medical Division, duly authorized to conduct business in the State of Florida, whose address is 3800 East Centre Avenue, Portage, Michigan 49002, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, CONTRACTOR is competent, qualified and desires to provide materials, equipment, and services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**Section 1. Services.** COUNTY does hereby retain CONTRACTOR to furnish materials, equipment, and services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required materials, equipment, and services shall be specifically enumerated, described and depicted in the Release Orders authorizing delivery and/or performance of specific materials, equipment, and services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work. Section 4-Price Schedule of Exhibit A may be amended as necessary from time to time to allow for

additions or deletions and price increases to the list of medical equipment and accessories supplied to COUNTY by CONTRACTOR by letter acknowledging such by the parties, with the Purchasing Manager or his designee to make such acknowledgement on behalf of the COUNTY.

**Section 2. Term.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials, equipment, and services authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written Notice to CONTRACTOR.

**Section 3. Authorization for Services.** Authorization for provision of materials, equipment, and services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the materials, equipment, and services required, state the dates for performance and/or delivery of materials, equipment, and services and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other

parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials, equipment, and services to be provided by CONTRACTOR shall be performed and/or delivered, as specified in such Purchase Orders, as may be issued hereunder within the time specified therein.

**Section 5. Compensation.** COUNTY agrees to compensate CONTRACTOR for the services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for the medical equipment and accessories to be provided by the CONTRACTOR. Compensation shall be paid at the rates as shown on Exhibit C, attached hereto.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials, equipment, and services required by the Release Order, but in event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials, equipment, and services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total materials, equipment, and services actually completed or delivered.



(c) Payments shall be made by COUNTY to CONTRACTOR when requested as materials, equipment, and services are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials, equipment, and services provided, the cost of the materials, equipment, and services therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County Public Safety Department  
150 Bush Boulevard  
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

#### **Section 7. General Terms of Payment and Billing.**

(a) Upon satisfaction performance or delivery of materials, equipment, and services required hereunder and upon acceptance of the materials, equipment, and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits will be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) above.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to materials, equipment, and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided for in subsection (c) above reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR will refund such overpayment to COUNTY within thirty (30) days of notice to CONTRACTOR by COUNTY.

**Section 8. Responsibilities of CONTRACTOR.** Neither COUNTY's review, approval, or acceptance of, nor payment for any of the materials, equipment, and services delivered and/or provided will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to

COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specification, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for materials, equipment, and services delivered or performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its

sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Agreement and Release Order in Conflict.** Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

**Section 11. Equal Opportunity Employment.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for 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 CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**Section 14. Assignment.** This Agreement nor any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith. Except, however, that either party may assign all its rights, title, or interest herein to any affiliate or subsidiary of the original contracting party.

**Section 15. Subcontractors.** In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**Section 16. Indemnification.** CONTRACTOR will hold COUNTY harmless from and will indemnify COUNTY for any and all liability incurred resulting directly from a defect in workmanship or design of materials, equipment, or services provided under this Agreement. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than an employee or agent of CONTRACTOR; (ii) the failure of any person other than an employee or agent of CONTRACTOR to follow any instructions for use of said materials, equipment, and/or services; or (iii) the use of any materials, equipment, or services not purchased by COUNTY from CONTRACTOR, or any materials or equipment provided by CONTRACTOR to COUNTY that has been modified, altered, or repaired by any person other than an employee or agent of CONTRACTOR. Except as specifically provided herein, CONTRACTOR is not responsible for any losses or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of the materials, equipment, or services provided under the terms of this Agreement.

Except for third party damages related to CONTRACTOR's indemnity obligations set forth above, CONTRACTOR's liability arising in connection with or under this Agreement (whether



under the theories of breach of contract, tort, misrepresentation, fraud, warranty, negligence, strict liability, or any other theory of law) will not exceed the purchase price, current market value, or residual value of the materials, equipment, or services provided, whichever is less. COUNTY shall, in no event, be entitled to, and CONTRACTOR shall not be liable for direct, indirect, special, incidental, consequential, or punitive damages of any nature, including, but not limited to, loss of profit or revenue.

**Section 17. Insurance.**

(a) **General.** CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY, within fifteen (15) days of the execution of this Agreement, with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the endorsement along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. COUNTY shall be given, pursuant to policy provisions, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.**

(3) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such

circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. CONTRACTOR will maintain required General Liability insurance (including coverage for materials, equipment, services, and completed operations) and Workers' Compensation and Employer's Liability insurance against any claim or claims which might arise out of materials, equipment, or services purchased by COUNTY from CONTRACTOR. CONTRACTOR has the right to self-insure to comply with this requirement. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(2) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate

limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy and the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portion of this Agreement.

#### **Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute



resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

#### **Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 22. Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

## **Section 25. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records, and shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
- (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

**Section 26. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 27. Patents and Royalties.** Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 28. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Seminole County Public Works Department  
150 Bush Boulevard  
Sanford, Florida 32773

**For CONTRACTOR:**

Stryker Sales Corporation, through its Medical Division  
Attn: Paul Rovinsky, Sales Regional Manager  
3800 East Centre Avenue  
Portage, Michigan 49002

And a copy to:

Stryker Sales Corporation, through its Medical Division  
Attn: Legal Counsel  
3800 East Centre Avenue  
Portage, Michigan 49002

**Section 29. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

STRYKER SALES CORPORATION  
through its Medical Division

Paul M. Rovinsky  
Witness  
Paul M. Rovinsky  
Print Name

Olivia Taylor  
Witness  
Olivia Taylor  
Print Name

By: Paul M. Rovinsky  
Print Name: PAUL M. ROVINSKY  
Title: SALES REGIONAL MANAGER  
Date: 12/16/15

SEMINOLE COUNTY, FLORIDA

Gladys Marrozes  
Witness  
Gladys Marrozes  
Print Name

Jimmy Roberts  
Witness  
Jimmy Roberts  
Print Name

By: Ray Hooper  
RAY HOOPER, Purchasing and  
Contracts Manager  
Date: 12/17/15

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

County Attorney  
AEC/lpk  
7/13/15 12/3/15  
P:\Usars\Legal Secretary CSB\Purchasing 2015\FB-602336.doc

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Sample Release Order
- Exhibit C – Price Schedule




## EXHIBIT "A"

### IFB-602336-15/TLR – Stryker Power Pro

#### SCOPE OF SERVICES

The Contractor shall be responsible for all labor, delivery, materials, equipment, supplies, service, repair and incidentals necessary to provide Power Pro Ambulance Cots with batteries, charger system, Bariatric stretcher complete system, Stair Chair, Power – Load Cot Fastener System, Retro-Fit Accessories, Knee Gatch Kit, Mattress, Service, Warranty and accessories for these items. The Contractor shall provide Trade-In Credit with each order if applicable and requested by the County. Serial numbers shall be included on all delivery and invoice forms of items that have such.

<b>SUBMIT BIDS TO:</b> Seminole County 1301 E. Second Street Sanford, Florida 32771 <b>Attn: PURCHASING &amp; CONTRACTS (PCD)</b>	<b>INVITATION FOR BID</b>  <b>And</b> <b>Bidder Acknowledgment</b>
<b>Contact:</b> Tammy Roberts, CPPB Sr. Procurement Analyst 407-665-7115 - Phone 407-665-7956 - Fax troberts@seminolecountyfl.gov	<b>IFB-602336-15/TLR</b> <b>Term Contract for Stryker Power- Pro</b> <b>Ambulance Cots, Stair Pro Chairs,</b> <b>Service, Warranty, and Retrofit</b> <b>Accessories</b>
<p align="center"><b><u>Bid Due Date</u></b></p> <p align="center"><b><u>Date:</u>    <u>October 14, 2016</u></b></p> <p align="center"><b><u>Time:</u>    <u>2:00 PM</u> (Eastern Standard Time)</b></p> <p align="center"><b><u>Location of Public Opening:</u></b>  <b>Purchasing &amp; Contracts Division</b>  <b>PCD Conference Room</b>  <b>1301 E. Second Street, Sanford, FL 32771</b></p>	
<b>Proposer Name:</b> Stryker Sales Corporation, through its Medical Division	<b>Federal Employer ID Number:</b> 38-2902424
<b>Mailing Address:</b> 3800 E. Centre Avenue	<b>If returning as a "No Submittal", state reason</b> <b>(If so, return only this page):</b>
<b>City, State, Zip:</b> Portage, MI 49002	
<b>Type of Entity (Circle one):</b> Corporation Partnership   Proprietorship   Joint Venture Incorporated in the State of: <u>Michigan</u> <b>List of Principals:</b> <u>Stryker Sales is a wholly-</u> <u>owned subsidiary of Stryker Corp., a MI Corp.</u>	<b>The undersigned Bidder hereby</b> <b>acknowledges receipt of Addenda</b> <b>Numbers <u>1</u> through <u>1</u> :</b>  <b>11/11/15</b> <b>Authorized Signature (Manual)                      Date</b>
<b>Email Address:</b> <u>Paul.Rovinsky@stryker.com</u>	<b>Typed Name:</b> Paul Rovinsky
<b>Telephone Number:</b> <u>269-389-8459</u>	<b>Title:</b> <u>Sales Regional Manager</u>
<b>Fax Number:</b>	<b>Date:</b> November                      , 2015

**THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID**

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

**Part 4  
Price Submittal**

**IFB-602336-15/BJC - TERM CONTRACT FOR STRYKER POWER PRO AMBULANCE  
COTS, STAIR PRO CHAIRS, SERVICE, WARRANTY, AND RETROFIT ACCESSORIES**

Name of Bidder: Stryker Sales Corporation, through its Medical Division

Mailing Address: 3800 E. Centre Avenue

Street Address: [Same]

City/State/Zip: Portage, MI 49002

Phone Number: ( ) FAX Number: ( )

E-Mail Address: \_\_\_\_\_

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

Stryker 6506 Power Pro Ambulance Cot	Total \$	<u>17,955.74 - 16,455.74</u>	* dependent of trade-in value
Stryker 6083 MX-Pro Bariatric Transport-	Total \$	<u>N/A</u>	
Stair-Pro 6252 Stair Chair-	Total \$	<u>2,780.64 - 2,380.64</u>	* dependent of trade-in value
Power Load Cot Fastener System	Total \$	<u>21,252.76</u>	* 21,752.14 w/ auto-cannality option

\* price increase will be applied for year (4) + (5) \*

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS this  
12 day of November, 2015.

Stryker Sales Corporation, through its  
Medical Division

(Name of BIDDER)

x  
  
(Signature of Legal Representative)

Paul Rovinsky, Sales Regional Manager

(Printed name and title of person signing FORM)

Part 4 -  
Price Schedule

IFB-602336-15/TLR - Stryker Power Pro Ambulance Cots, Stair Pro Chairs, Service, Warranty, and Retrofit Accessories

QTY	Item Number	Description	Unit Price	Extended Cost
6	<del>6500</del> 6506	Stryker-6500 Power Pro XT Ambulance Cot (include a list of standard features)	15,977	
6	6550001084	Knee Gatch/Trend Mattress	Included w/ Knee Gatch	Option
6	6082501010	Single Wheel Lock Option	STD	
6	7777881669	3 Yr X-Frame Powertrain Warranty	STD	
6	6500081000	DVD In-Service Video Option	STD	
6	6060036017	Short Safety Hook	STD	
6	6060036018	Long Safety Hook	STD	
6	6082260010	EMS Standard Restraint Package (X)	STD	
6	6500079000	Powerpro International Manual OPT	STD	
6	6500082000	Knee Gatch Trendelenburg	801	
6	6500130000	Pocket Backrest Storage Pouch	259	
6	6500141000	Fowler Oxygen Bottle Holder	261	
6	6500222001	SMRT Battery System	STD	
6	6500333000	SMRT Battery Bracket	STD	
6	6500-201-010 6500-101-010 Pak	SMRT Charger Mounting	STD	
6	6500028000	SMRT 120V AC NORTH AMERICA	STD	
6	6500147000	Equipment Hook Option	52	
6	7777881670	2 Yr Bumper to Bumper Warranty	STD	
6		3-5 Year warranty	N/A	
6	6500217000	Dual 3 Stage IV Pole Option	345	
6	6500128000	H/E Storage Flat Option	138	
6	6500070000	Domestic Battery Charger 110V	STD	

6506 038 000 Stair-LOCK 769  
 6506 127 000 Power-LOAD Comp Kit 1,701  
 6506 040 000 XPS Side Rails 2,009  
 6500 160 000 Base Storage Net 195

List Price \$22,507  
 Discount Price \$18,455.74  
 Trade-In Amount \$500 - \$2,000  
 Extended Price \$17,955.74 -  
 16,455.74

\* Various Year-  
to-year, condition  
of trade & age

Part 4 -  
Price Schedule

QTY	Item Number	Description	Unit Price	Extended Cost
1	6083	Stryker MX-Pro Bariatric Transport (include a list of standard features)	NO LONGER HAVE THIS PRODUCT	
1	6083040000	Push/Pull Handle		
1	6060036017	Safety Hook - Short		
1	7777881660	1 YR Parts, Labor, & Travel		
1		2 <sup>nd</sup> Year Warranty		
1		3-5 Year warranty		
1	6083042000	Lift Capable Safety Hook Option		
1	6083001162	In-Service DVD Video		
1	6083000000	6083 Mattress Option		
1	6082501010	Single Wheel Lock Option		
1	6080145000	X-Frame Guard Option		
1	6083039000	Tow Package Option		
1	6083041000	Side Lift Handle Option		
1	6083078000	Domestic Manual Option		
1	6083001202	Head End Storage Pouch		
1	6083027000	Base Storage Tray		
1	6070140000	Perm. F/E Oxygen Bottle Holder		
1	6083026000	Common Components		
1		Heavy duty 2 or 3 stage IV poles (left or right)		
1		Base storage tray		
1		Non-pocketed head end storage		
1		Height Limit kit		
1		Permanent or removable oxygen bottle holders (foot end)		
1		Rigid head and foot end push/pull handle		
1		Dual wheel lock		
1		Patient security straps		
1		Side lift handles		
1		Tow package		
1		Transfer-Flat (9'x5', 1,600lb capacity)		

Part 4 -  
Price Schedule

QTY	Item Number	Description	Unit Price	Extended Cost
7	6252	Stryker Stair-Pro 6252 Stair Chair	3,452	2,416.44
7		Locking head end lift handles	STD	
7		1 YR Parts, Labor, & Travel	STD	
7		2 <sup>nd</sup> year warranty	N/A	
7		3-5 year warranty	N/A	
7		Two-piece molded ABS seat	STD	
7		1-piece traditional vinyl seat	STD	
7		Color Coded Patient restraints (plastic buckles)	STD	
7		Non-absorbent restraints (metal buckles)	STD	
7		Patient head support	N/A	
7		O2 bottle holder	N/A	
7		Polypropylene head support	N/A	
18	6500700039	Power Pro-Gatch Retrofit	N/A	
18	6500700011	Fowler O2 Bottle Holder	N/A	
		Trade-In Value		
		* varies year-to-year & age/condition of trade equipment	\$50 - \$450	
		Total \$		

Extended Price: \$2,780.64 \$2,390.64

Stair-LOCK Retro Kit 6500700060

List Price \$901.50

Extended Price: \$739.23

Pro Care Upgrade/Install Fee 77100003

List Price \$310 \* no discount allowable

Power-LOAD cot fastener 6390000000

List price: \$25,918

Extended price: \$21,353.76

mass-casualty kit -Power LOAD 6391000000

List price \$609

Extended price: \$499.38

\* Procure is annually renewed  
Procure (Power-PRO XT cot) Protect (+)  
Includes SIRT coverage

Procure (Stair-PRO) Protect

Procure (Power-LOAD) Protect

List Price: \$1,280/cot  
Extended Price: \$1,049.60/cot

List Price: \$190/stair chair  
Extended Price: \$155.80/stair chair

List Price \$1,545/power-LOAD  
Extended Price \$1,266.90/power-LOAD