

05-12-116

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

cm1927

CONTRACTOR INFORMATION **2013 JAN -9 AM 11:09**

Name: Stryker ProCare

Address: 3800 E. Centre Avenue; Portage, MI 49002

Contractor's Administrator Name: Philip VanderPol City _____ State _____ Zip _____ Title: Sales Representative

Tel#: 1.800.787.9537 Fax: _____ Email: philip.vanderpol@stryker.com

CONTRACT INFORMATION

Contract Name: Maintenance Agreement for Ambulance Stretchers Contract Value: \$4,999.99

Brief Description: One (1) year maintenance service agreement for 8 Stryker model 6500 ambulance stretchers

(Fixed asset tag #'s 06415, 06416-06422) 5
Contract Dates : From: 1/1/2013 to 12/31/2013 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|----------------|------------------------|
| 1. | <u>[Signature]</u> | <u>1-8-13</u> | <u>01261526-546020</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. | <u>Charlotte Young</u> | <u>1-11-13</u> | <u>2 1/14/13</u> |
| | Contract Management | Date | |
| 3. | <u>[Signature]</u> | <u>1-16-13</u> | |
| | Office of Management & Budget | Date | |
| 4. | <u>[Signature]</u> | <u>1-17-13</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby [Signature] 1/18/13
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED
CONTRACT MANAGEMENT
2013 JAN 22 PM 2:21
2013 JAN 16 PM 3:01



Stryker CompleteSM Service Agreement - 1 Year

3800 E. Centre Ave.
Portage, MI 49002

QUOTE NUMBER: Phillp VanderPol-Nassau Cty

Date January 7, 2013
Account # 1154067
Account Name Nassau Cty Fire Rescue
Address 96135 Nassau Place
City, State, ZIP Tulee, FL 32097

Contact _____
Title/Dept. _____
Phone # _____
Fax # _____
E-mail _____

This Stryker Service Program Includes:
* 1 Preventative Maintenance Check
* All Parts Excluding Mattresses
* All Labor and Travel
* Factory Authorized Service Technician
* Stryker Factory Parts
* 2 Hour Call Response
Rep Name: Phillp VanderPol

Thank you for your interest in the *Stryker CompleteSM Service Agreement*. World-class customer service and technical support programs help keep every product in top condition throughout its life span. Stryker offers a variety of service options that will maximize your product's life and availability. Please review the proposal and pricing information below.

A SERVICE CONTRACT HELPS TO:

- Ensure equipment reliability
- Stabilize maintenance budgets
- Diminish equipment downtime
- Establish Joint Commission documentation
- Increase product life
- Enhance trade-in value
- Address risk management and safety

Qty	Model #	Program	YEAR 1 Ext. \$
8	6500	Complete	\$ 7,056.00
Annual Investment for Program:			\$ 7,056.00
Nassau Price:			Year 1 \$ 4,999.99

Stryker Service agrees to service the equipment listed on this Agreement.

This Agreement shall be effective 1/1/2013 through 12/31/2013.

[Signature]
Contract Administrator Tom Tackabury

[Signature]
Customer signature

1/14/13
Date Accepted

1/7/13
Date Offered

Purchase Order Number (MUST INCLUDE HARD COPY)

*Please fax signed Proposal and Purchase Order to Tom Tackabury at 289-321-3501

STRYKER MEDICAL SERVICE TERMS AND CONDITIONS

The following terms and conditions shall apply throughout the term of this Service Contract (the "Agreement"), as more particularly set forth on the foregoing page 2 of this Agreement.

1. STRYKER COMPLETE - EXTENDED WARRANTY AGREEMENT**

Price includes all Parts, Labor & Travel, and 1 Preventative Maintenance check per year, and associated with unscheduled service calls, equipment checklists, JCAHO documentation. Replacement parts do not include mattresses, batteries, probes and other disposable or expendable parts. Replacement parts damaged by misuse or abuse are not covered under this Agreement. If EMS, one preventative maintenance call is included in an annual agreement.

2. INITIAL REPAIRS

This Agreement shall be applicable only to such equipment as listed on page 2 of this Agreement (the "Equipment"), which has been determined by Stryker Medical's Service Representative to be in good operating condition upon his/her initial inspection thereof. If initial repairs are required to put "out of warranty" equipment in good operating condition, the cost of such initial repairs will be separately invoiced at Stryker Medical's then current hourly labor rate plus parts at Stryker Medical's then current list price.

3. ADVANCE NOTIFICATION

Maintenance Service calls will be scheduled annually once a year at a mutually agreed upon time between CUSTOMER and Stryker Medical. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any Maintenance Service calls which are not done as part of the once a year maintenance program will be at the expense of the CUSTOMER. Such arrangements will include travel and other special charges at Stryker Medical's then current rates. Any Maintenance Service call scheduled outside of Stryker Medical's normal working hours will carry an additional charge.

4. SERVICE CALL ACTIVITY

On each scheduled service call, Stryker Medical's Service Representative will inspect and adjust each available item of Equipment as required in accordance with Stryker Medical's then current maintenance procedures for said Equipment. The maintenance services will be performed annually each year. Stryker may amend this Agreement if there are any discrepancies on the number of inspections, price, equipment, or location.

5. SERVICE INVOICING

All prices are exclusive of taxes. All taxes, when applicable, will appear as separate items on Stryker Medical's invoice. All invoices issued under this Agreement are to be paid within forty five (45) days of the date of the invoice.

Failure to comply with Net 45 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 Medical reserves the right, with no liability to Stryker Medical, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Medical or any of its affiliates.

6. 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 duration of Agreement. Please be advised of the following Stryker Service pricing charged on a time and materials basis:

EMS PRODUCTS = Labor @ \$135 per hour, Travel @ \$125 per hour (portal to portal) - Parts per quote plus shipping

7. OPERATION MAINTENANCE

Stryker Medical service is ancillary to and not a complete substitute for the requirements of users to adhere to the routine maintenance instructions provided by Stryker Medical, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

8. SERVICE EXCLUSIONS

Notwithstanding any other provision of the Agreement, this Service does not include repairs to mattresses, broken I.V. poles, or any other service made necessary by abuse, misuse, negligence, accident, catastrophe, act of God or any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker Medical personnel.

9. WARRANTY LIMITATIONS

During the term of this Agreement, Stryker Medical will maintain the Equipment in good working condition during Stryker Medical's normal working hours. There are no express or implied warranties by Stryker Medical other than the warranties hereinabove described with respect to the Equipment. Stryker Medical makes no warranty of merchantability or fitness for a particular purpose with respect to the Equipment or parts thereof. Stryker Medical's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker Medical be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker Medical's liability to third parties resulting from the sole negligence of Stryker Medical as determined by a court of law.

10. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon Stryker Medical's written consent, which will not be unreasonably withheld, additional equipment may be included in this Agreement. All additions are subject to the terms and conditions contained herein. Stryker Medical shall adjust the charges and modify the Agreement to reflect the additions.

11. ACCEPTANCE-LENGTH OF AGREEMENT

To receive the desired service, on the terms described herein, please indicate CUSTOMER's acceptance by signing this Agreement where indicated on page 2 hereof and returning to Stryker Medical all copies of the Agreement within thirty (30) days of the DATE OFFERED date indicated on page 2 of this Agreement. This Agreement can be canceled by either party by giving at least thirty (30) 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 set forth on page 2 hereof, CUSTOMER will be charged for the months covered during contract period and for all parts, labor, and travel need to maintain the Equipment during the Agreement period with no early cancellation penalties.

12. PERFORMANCE EXCLUSIONS

Service and articles delivered by Stryker Medical hereunder shall be subject to and conditional upon floods, strikes, other labor disturbances (regardless of the reasonableness of the demands of labor), riots, fires, accidents, wars (present and future), embargoes, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government or any other cause (whether similar or dissimilar to the foregoing) beyond Stryker Medical's reasonable control.

13. SEVERABILITY OF PROVISIONS

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.

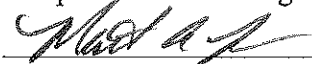
14. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

SERIAL NUMBER SHEET

Model	Serial Number
6500	091141200
6500	091141201
6500	091141202
6500	091141203
6500	091141204
6500	091141205
6500	091141206
6500	091141207

Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form

Vendor Name: Stryker ProCare Department: Fire Rescue
Address: 3800 E Centre Avenue Department Head Signature: 
Portage, MI 49002
Phone: 941-228-3133 Date: January 7, 2013
Contact Name: Philip VanderPol
Account: 01261526-546020 Cost: \$4,999.99

Description of Commodity:

1 Year Service Agreement for (8) Model 6500 Stryker Ambulance Stretchers.

Check one (1) of the following two (2) choices:

Sole Source: The goods or services can be legally purchased from only one source.

Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

Purchase can only be obtained from original manufacturer-not available through distributors.

Only authorized area distributor of the original manufacturer.

Parts/Equipment are not interchangeable with similar parts of another manufacturer.
 This is the only known source that will meet the specialized needs of this department or perform the intended function.

This source must be used to meet warranty or service maintenance requirements.

This source is required for standardization.

None of the above apply.

Comments/Explanations: (required)

Approval:

 1/18/13
County Manager Date

3800 E. Centre Ave
Portage, MI 49009
t: 269-329-2100 f: 269-329-2213
www.stryker.com



Memo

To: Nassau County Fire Rescue
From: Matt Regnery
Date: November 16, 2012
Re: Stryker ProCare Sole Source Letter

Dear Nassau County Fire Rescue:

As the original equipment manufacturer, Stryker is the sole source provider of service parts and repairs for Stryker ambulance cots and stair chairs. From time to time Stryker holds contractual agreements with third party vendors to perform service on the behalf of Stryker.

Should you have any questions please feel free to contact me at the number above.

Regards

A handwritten signature in black ink, appearing to read "M. Regnery".

Matt Regnery
Sales & Marketing Manager
c: 941-228-3133