SINGLE SOURCE AWARD **BID # SS-0383-19**

Subject: Stryker EMS Power Load Service and Repairs

Department: Fleet Management Division

Description of Purchase: Ratify the period of service from January 15, 2019 to date of award.

Recommend approval of single source award to Stryker Medical for Power Load Service and Repairs. Period of service is from date of award through January 14, 2020. Total estimated expenditure amount not to exceed $98,760.50.

Funding Source: AFFM511-04602 - To be encumbered by purchase order

Single Source Award To: Stryker Medical

Price Justification: See attachment

Total Award: $98,760.50 **Requisition #:** N/A

Attachments: Single Source Form and Vendor Letter & Quote

Certification as to Single Source: Crisencio Tongol, Chief, Fleet Management Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007

FINANCE AND ADMINSTRATION DEPARTMENT
FLEET MANAGEMENT DIVISION

Jacksonville
Where Florida Begins.

Date: February 8, 2019

To: Gregory Pease, Chief of Procurement Division

Thru: Cris Tongol, Chief of Fleet Management Division

From: Erik Preacher, Fleet Financial Services Manager

Re: Request of award for Single Source to Stryker Corporation

Fleet Management request approval of Single Source award to Stryker Corporation. Stryker Corporation certifies that they are the single source manufacturer of Stryker OEM Service Parts. Period of Service is Date of Award through September 30, 2019.Estimated amount of expenditure is $98,760.50.

Funding Source: AFFM511-04602 be executed by Purchase Order

2581 Commonwealth Ave. Jacksonville, FL 32254 Phone: 904.255-7499 Fax: 904.381.4607 www.coj.net

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Finance & Adm/Fleet Management

FUNDING SOURCE: AFFM511-04602

BRIEF DESCRIPTION OF GOODS/SERVICES:
Stryker Medical certifies that they are the Single Source provider for Stryker EMS Power Load Service and Repairs.

AMOUNT OF PROJECT (attach quote): $98,760.50 Stryker Corp.

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:
Stryker Medical certifies that they are the single source manufacturer of Stryker OEM Service and Parts.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

After careful review and research, Fleet Management asserts that Stryker Medical is the single source authorized vendor of EMS Power load and repairs.

Submitted by: [signature] Chief, Fleet Management
(Name) (Title)

Date: 2/6/2019

Requesting Agency's Director's Signature: [signature]

Procurement Division [signature]

March, 2017

ProCare Services

stryker

Sales Rep Name: Ryan Jacobsma
ProCare Service Rep: Gary Patterson

3800 E. Centre Ave
Portage, MI 49009

Date: 1/18/2019
ID #: 190118133336

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1092968
Account Name: Jacksonville Fire and Rescue
Account Address: 355 South Ellis Rd.
City, State Zip: Jacksonville, FL 32254

Name: Richard A. Reichard
Title: Assistant Chief of Services
Phone: 904-545-0087
Email: reichard@coj.net

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Prevent +	65	1		$112,515.00

PROGRAM INCLUDES:

EMS Prevent +:

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

ProCare Total	$112,515.00
Discount	30%
FINAL TOTAL	**$78,760.50**

Start Date: 1/15/2019
End Date: 1/14/2020

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 SHEET

Item No.	Model	Serial Number	Program
1	6390	170140752	EMS Prevent +
2	6390	170140724	EMS Prevent +
3	6390	170140703	EMS Prevent +
4	6390	170539997	EMS Prevent +
5	6390	170140723	EMS Prevent +
6	6390	170140726	EMS Prevent +
7	6390	170140715	EMS Prevent +
8	6390	170539996	EMS Prevent +
9	6390	160541752	EMS Prevent +
10	6390	170140742	EMS Prevent +
11	6390	170140744	EMS Prevent +
12	6390	160540531	EMS Prevent +
13	6390	170540753	EMS Prevent +
14	6390	170140704	EMS Prevent +
15	6390	160541748	EMS Prevent +
16	6390	170140713	EMS Prevent +
17	6390	170140714	EMS Prevent +
18	6390	160540529	EMS Prevent +
19	6390	170140730	EMS Prevent +
20	6390	160541750	EMS Prevent +
21	6390	160640530	EMS Prevent +
22	6390	170540754	EMS Prevent +
23	6390	170140745	EMS Prevent +
24	6390	170140741	EMS Prevent +
25	6390	160541753	EMS Prevent +
26	6390	170140738	EMS Prevent +
27	6390	170140737	EMS Prevent +
28	6390	170140707	EMS Prevent +
29	6390	160541754	EMS Prevent +
30	6390	170539998	EMS Prevent +
31	6390	170140751	EMS Prevent +
32	6390	160541749	EMS Prevent +
33	6390	170140711	EMS Prevent +
34	6390	170140700	EMS Prevent +
35	6390	170540750	EMS Prevent +
36	6390	170540752	EMS Prevent +
37	6390	170140716	EMS Prevent +
38	6390	170540751	EMS Prevent +
39	6390	170140710	EMS Prevent +
40	6390	170140721	EMS Prevent +
41	6390	170140733	EMS Prevent +
42	6390	170140728	EMS Prevent +
43	6390	170539999	EMS Prevent +
44	6390	170140732	EMS Prevent +
45	6390	1701731	EMS Prevent +
46	6390	170140740	EMS Prevent +
47	6390	170140729	EMS Prevent +
48	6390	170140717	EMS Prevent +
49	6390	170140720	EMS Prevent +
50	6390	170140734	EMS Prevent +
51	6390	170140719	EMS Prevent +
52	6390	170140735	EMS Prevent +

53	6390	170140749	EMS Prevent +
54	6390	170140727	EMS Prevent +
55	6390	170140706	EMS Prevent +
56	6390	15024403	EMS Prevent +
57	6390	170140739	EMS Prevent +
58	6390	170140747	EMS Prevent +
59	6390	170140701	EMS Prevent +
60	6390	170140709	EMS Prevent +
61	6390	180141346	EMS Prevent +
62	6390	180141344	EMS Prevent +
63	6390	180141345	EMS Prevent +
64	6390	170140748	EMS Prevent +
65	6390	170140743	EMS Prevent +

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 Jacksonville Fire and 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, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

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, it's 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 removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

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 staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

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. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

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 Michigan. 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 factor 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.