

VILLAGE OF DOWNERS GROVE
Report for the Village
10/1/2019

SUBJECT:	SUBMITTED BY:
Purchase of Automated CPR Devices	Jeff Pindelski Fire Chief

SYNOPSIS

A motion is requested to purchase three automated CPR devices from Stryker Sales Corporation in the amount of \$53,476.68.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY19 Budget includes \$54,000 in the Capital Equipment Replacement Fund for this purchase.

RECOMMENDATION

Approval on the October 1, 2019 consent agenda.

BACKGROUND

In 2004, the Village was one of the first EMS agencies in the country to purchase automated CPR devices for use during resuscitation efforts of patients requiring Advanced Life Support. Three units were purchased with the assistance of local fundraising efforts. Since that time, mechanical CPR devices have become the standard in patient care in EMS and Pre-Hospital environments. It has been recognized that mechanical CPR is more effective than person-to-person CPR because chest compressions are delivered at a higher quality and with less interruptions.

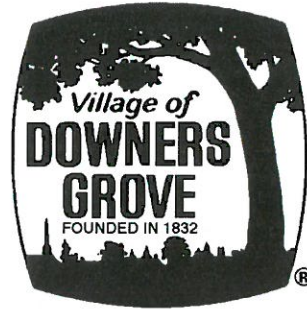
The current units are 15 years old and are beyond their service life. These units can no longer be serviced or repaired. An internal committee of Paramedics and Officers of the Downers Grove Fire Department reviewed two mechanical CPR devices that are available in the current market. Features of these units were reviewed, including: quality of CPR delivered, battery life, weight, cost, warranty, and serviceability. Field trials were conducted, including peer reviews from other fire departments.

The committee developed specifications and prepared a Request for Proposals. One response was received from Stryker. This response was reviewed by the committee and determined to meet our criteria. The total purchase includes three (3) Lucas 3 Chest Compression Systems and a 6 year service agreement, as well as a trade-in allowance for our current Zoll AutoPulse units.

ATTACHMENTS

Contract Documents

Village of Downers Grove

**REQUEST FOR PROPOSAL**

Name of Proposing Company: Stryker Sales Corporation

Project Name: Automated CPR Device
Proposal No.: RFP-0-54-2019/DC
Proposal Due: Monday, August 26, 2019 @ 11:00am

Pre-Proposal Conference: N/A

Required of All Proposers:

Deposit: No

Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No

Certificate of Insurance: Yes

Legal Advertisement Published: August 15, 2019

Date Issued: August 15, 2019

This document consists of 24 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

PURCHASING AGENT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6811
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

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I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to MONDAY, AUGUST 26, 2019 @ 11:00AM.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Purchasing Agent, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

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the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

- 3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

- 6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

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7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS**9. VILLAGE ORDINANCES**

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

13. NONDISCRIMINATION

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- 13.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 13.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

- 14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
- 14.1.1 Notes the illegality of sexual harassment;
 - 14.1.2 Sets forth the State law definition of sexual harassment;
 - 14.1.3 Describes sexual harassment utilizing examples;
 - 14.1.4 Describes the Proposer's internal complaint process including penalties;
 - 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

- 15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:
- 15.1.1 That it will not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and

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the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. PATRIOT ACT COMPLIANCE

- 17.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to

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the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

18. INSURANCE REQUIREMENTS

- 18.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 18.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

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- 18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 18.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 18.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 18.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 18.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 18.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than

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\$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 18.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

19. COPYRIGHT/PATENT INFRINGEMENT

- 19.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

20. COMPLIANCE WITH OSHA STANDARDS

- 20.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

21. CERCLA INDEMNIFICATION

- 21.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

22. CAMPAIGN DISCLOSURE

- 22.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 22.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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- 22.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 22.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

23. SUBLETTING OF CONTRACT

- 23.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

24. TERM OF CONTRACT

- 24.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

25. TERMINATION OF CONTRACT

- 25.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 25.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

26. BILLING & PAYMENT PROCEDURES

- 26.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be

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processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 26.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 26.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 26.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

27. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 27.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

28. STANDARD OF CARE

- 28.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 29.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer’s failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer’s services for the Project.
- 29.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s’) failure to perform its work in accordance with contract

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documents.

30. GOVERNING LAW

30.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

31. SUCCESSORS AND ASSIGNS

31.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

32. WAIVER OF CONTRACT BREACH

32.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

33. AMENDMENT

33.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

34. NOT TO EXCEED CONTRACT

34.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

35. SEVERABILITY OF INVALID PROVISIONS

35.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

36. NOTICE

36.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Village of Downers Grove

And to the Proposer as designated in the Contract Form.

37. COOPERATION WITH FOIA COMPLIANCE

- 37.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

Village of Downers Grove

III. DETAIL SPECIFICATIONS

(insert here- please include all special requirements that pertain to this contract. ALSO PLEASE INCLUDE CONTRACT TERM, if applicable.)

The Downers Grove Fire Department is looking to purchase three (3) automated CPR devices. These devices will be used to deliver continuous, high-quality CPR to patients during treatment and transportation by department paramedics.

Usability Features:

- Complies • Device must not be more than a 2-piece unit for fast and simple deployment
- Complies • Device must be stored and charged in a hard shell back-pack design for ease of carrying, protection, storage, maintaining and cleaning
- Complies • Must be a piston driven, suction cup system which may assist the chest cavity back to neutral upon recoil
- Complies • Must not have a weight limit for patient use
- Complies • Must be able to be used on trauma patients if manual CPR would otherwise be applied
- Complies • Must meet current AHA guidelines of 100-120 compressions per minute
- Complies • Must be configurable from 102-120 compressions per minute if desired
- Complies • Must have a 50/50 duty cycle
- Complies • Must offer 30:2 as well as continuous mode depending on airway management
- Complies • Must have ventilation alerts with the option of turning on/off audible notification alarms
- Complies • Must have BOTH auto-fit and manual lowering of suction cup/piston options based on customer preference
- Complies • Must be cath lab compatible
- Complies • Must be permitted to be used in all Northern IL EMS Systems
- Complies • Must be able to store and transmit post-event data via Bluetooth and Wi-Fi for QA/QI review if desired
- Complies • Battery must be able to hold a charge for a minimum of 30 days between charging
- Complies • System must be able to be operated on DC and AC power if needed
- Complies • Must be compatible with Elegard's heads-up CPR system

Serviceability:

- Complies • Must offer on-site service
- Complies • Must offer an additional 6-years of on-site PM/extended warranty (1-yr factory warranty plus 6-yrs for a total of 7)
- Complies • Software upgrades must be able to be performed on-site if needed

LUCAS[®] 3 Chest Compression System, version 3.1 bid specifications are included in Section 1 of our response for Downers Grove's reference.

Section	Current Language:	Replace current language with the following (additions are in italics and underlined):
6.1	<p>All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.</p>	<p>All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515, <u><i>prepaid by Proposer and added to the invoice.</i></u></p>
12.1	<p>To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or recklessness or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same for any manufacturing or design in the Products purchased hereunder or the reckless or willful misconduct of the Proposer in its performance of its Services purchased in accordance with the terms of the agreement. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.</p>	<p>To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same <u><i>for any manufacturing or design in the Products purchased hereunder or the reckless or willful misconduct of the Proposer in its performance of its Services purchased in accordance with the terms of the agreement</i></u> . This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.</p>



<p>18</p>	<p>Please refer to Exhibit A following the Exceptions Matrix for more details.</p>	<p>The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services, provided by the Proposer that constitutes a direct misuse of any proprietary or trade secret information or an infringement of any patent or copyright <u>issued by the US Patent and Trademark Office.</u></p> <p>Intentionally omit</p>
<p>19.1</p>	<p>The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services, provided by the Proposer that constitutes a direct misuse of any proprietary or trade secret information or an infringement of any patent or copyright.</p>	<p>In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.</p>
<p>23.1</p>	<p>No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.</p>	<p>No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract. <u>Notwithstanding the foregoing, Proposer may assign without the consent</u></p>



	<p>All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.</p>	<p><u>of Village to a purchaser of all or substantially all of Proposer's assets to which the contract relates or in connection with Proposer's merger, consolidation, change of control or similar transaction. Any purported assignment in violation of the preceding sentence will be void.</u></p> <p>All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.</p>
<p>25.2</p>	<p>The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.</p>	<p>The Village further reserves the right to terminate the whole or any part of this Contract, upon <i>15 days</i> written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon reasonable written notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated.</p>
<p>26.1</p>	<p>Payment will be made upon receipt of an invoice referencing Village purchase order number. Once</p>	<p>Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an</p>



	<p>an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.</p>	<p>invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 45 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 45 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 45 day period, until final payment is made.</p>
29	<p>29.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.</p> <p>29.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of</p>	<p>29.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.</p> <p>29.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within <u>90 days</u> from the completion of Proposer's services.</p>



	<p>Proposer's services for the Project.</p> <p>29.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.</p>	
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Exhibit A**18. INSURANCE REQUIREMENTS**

18.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for the insurance required below to protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall provide the greater of coverages and limits of liability specified below or the coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	Statutory	
Employers Liability	\$2,000,000	Each Accident
	\$2,000,000	Disease Policy Limit
	\$2,000,000	Disease Each Employee
Commercial General Liability	\$5,000,000	Each Occurrence
	\$5,000,000	Aggregate
Commercial Automobile Liability	\$5,000,000	Each Accident
Professional Errors & Omissions Liability (if required pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate

18.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.

18.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for owned, hired and non-owned automobiles.

18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

18.5 Commercial General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for the full limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

18.6 Each of Contractor and any Subcontractor(s) shall have their respective Commercial General Liability (including products/completed operations coverage), Commercial Automobile Liability, and Umbrella/Excess Liability policies, if any, endorsed to include the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations they each perform under the Contract Documents, including claims for bodily injury or death brought against the Village by their employees resulting from their own performance of operations under the Contract Documents. Except with respect to any claim or loss arising out of the negligence or willful misconduct of the Village or any other additional insured referenced above, such commercial general liability and commercial auto liability insurance required to be maintained by Contractor and any Subcontractor(s) shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory** with respect to any insurance or self-insurance maintained by the Village.

18.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed or permitted to do business in the State of Illinois and having a current A. M. Best rating of no less than A- / VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may terminate this Contract pursuant to its terms.

18.8 Contractor and all Subcontractors agree to provide not less than thirty (30) days prior written notice to the Village in the event of the cancellation or material change to the insurance said parties are required to maintain. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form reasonably acceptable to Village and shall provide the required evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder.

18.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions Liability insurance with limits of \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. After final acceptance of the Project by the Village, Contractor and all Subcontractors agree to maintain such coverage and/or an extended reporting period (i.e., tail coverage) for three (3) years. Renewal policies and/or the extended reporting period maintained during this period shall maintain the same retroactive date. The parties agree that the Work performed by Contractor under this Contract does not include professional services requiring such insurance coverage.

18.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured.

Village of Downers Grove

IV. PROPOSER'S RESPONSE TO RFP

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

Bid Specifications

LUCAS® 3 Chest Compression System, version 3.1

Device and Therapy	
Device version	<ul style="list-style-type: none"> This is the latest version of the LUCAS chest compression system, based on over 15 years of data, over 24,000 devices deployed, and 200+ publications
Type of chest compression	<ul style="list-style-type: none"> Piston with suction cup designed to stabilize the compression point Suction cup may assist chest recoil Factory default settings consistent with AHA and ERC guidelines 2015
Compression rate	<ul style="list-style-type: none"> Configurable to 102 – 111 – 120 compressions per minute, fixed, or variable during use Factory default setting: 102 ± 2 compressions per minute
Compression depth	<ul style="list-style-type: none"> Configurable to a fixed value between 1.8 to 2.1 ± 0.1 inches / 45 to 53 ± 2 mm Factory default setting: 2.1 ± 0.1 inches / 53 ± 2 mm for nominal patients Note: 1.5 to 2.1 inches / 40 to 53 mm for chest height < 7.3 inches / 185 mm
Pressure pad during ventilation	<ul style="list-style-type: none"> To allow for chest rise during ventilation the pressure pad can be configured to move up 0.4 inch / 10 mm above start position during pauses or during continuous compressions Factory default setting: pressure pad remains in start position
Compression duty cycle	<ul style="list-style-type: none"> 50 ± 5%
Compression modes (operator selectable)	<ul style="list-style-type: none"> ACTIVE 30:2 mode: 30:2 (factory default setting) or 50:2 (setup option) compression to ventilation ratio ACTIVE Continuous mode
Ventilation alerts	<ul style="list-style-type: none"> ACTIVE 30:2 mode: LED blinks and audible alert signal before ventilation pause ACTIVE Continuous mode: LED blink and audible alert. Configurable to 6, 7, 8, 9 or 10 alerts per minute (factory default setting: 10 alerts per minute). Audible alert configurable ON/OFF (factory default setting: OFF)
Ventilation pause duration	<ul style="list-style-type: none"> ACTIVE 30:2 mode: configurable between 3 to 5 sec. (factory default setting: 3 sec.) ACTIVE Continuous mode: configurable between 0.3 to 2 sec. (factory default setting: 0.3 sec.)
Suction cup start position	<ul style="list-style-type: none"> Configurable: <ul style="list-style-type: none"> QuickFit (factory default setting): Manual lowering of the suction cup. Automatic fine-tuning will occur when locking the start position AutoFit: Automatic lowering of the suction cup from its upper position down to the chest Manual: Manual lowering of the suction cup to the chest. No automatic fine-tuning will occur when locking the start position
Suction cup in ADJUST mode	<ul style="list-style-type: none"> The device can be setup so that the suction cup automatically returns up from the chest when the operator pushes the ADJUST key coming from PAUSE or ACTIVE (30:2 or Continuous) modes (factory default setting: OFF)
Audible timers	<ul style="list-style-type: none"> 1 to 15 minutes, in 1 minute increments (factory default setting: OFF) The timer can be setup as either CPR Timer or Continuous Timer <ul style="list-style-type: none"> CPR Timer: the device only measures the time in uninterrupted ACTIVE (30:2 or Continuous) modes. Timer starts at first compression Continuous Timer: the device measures the time continuously, independent of what mode the device is in. Timer starts at first compression

Usability	<ul style="list-style-type: none"> • Two part device assembly (back plate and upper part) • Simple 1-2-3 step user interface • Device deployment documented as short as 7 sec. (median) in clinical use¹ • Retains start position during battery change • Holes in back plate allow for strapping and securing onto transportation device • Patient and stabilization straps to secure device to patient • Cath lab compatible as the device is mainly radiotranslucent, except for hood, piston and metallic screws. Carbon fiber back plate (optional) designed and optimized for cath lab use
Safety systems controls	<ul style="list-style-type: none"> • Automatic self-test at each Power ON • Advanced control of delivered compression depth, compression rate and duty cycle, with safety alarm • Soft Start at beginning of compressions • Automatic adjustment of compression force to reach the set compression depth in individual chests
Patients eligible for treatment	<ul style="list-style-type: none"> • 6.7 to 11.9 inches / 17.0 to 30.3 cm chest height • 17.7 inches / 44.9 cm chest width • No patient weight limitation
Indications	<ul style="list-style-type: none"> • Adult patients in cardiac arrest where chest compressions are likely to help the patient • The LUCAS device is intended for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., during patient transport or extended CPR when fatigue may prohibit the delivery of effective/consistent compressions to the victim, or when insufficient EMS personnel are available to provide effective CPR). (US only)
Contra-indications	<ul style="list-style-type: none"> • Do not use if not possible to position the device safely or correctly on the patient, the patient is too small or too large for the device

Safety and Efficacy documentation

Clinical safety and efficacy data	<ul style="list-style-type: none"> • Highest level of clinical evidence: a randomized, controlled out-of-hospital trial, showing device is as safe and effective as high-quality manual CPR³ • Shown to contribute to over 99% good neurological outcomes at 6 months follow up in out-of-hospital cardiac arrest survivors³ • Shown to improve quality of compressions compared to manual CPR • Shown to reduce interruptions at the scene, during patient movement and transportation compared to manual CPR • Shown to increase circulation to brain and heart compared to manual CPR • Documented safe with similar type of side-effects as manual CPR^{3,4} • Shown to increase the opportunities to save patients by serving as a bridge to other lifesaving treatments such as ECMO and PCI • Shown to improve ROSC and survival chances in resistant cardiac arrest patients • Shown to create good neurological outcomes despite prolonged CPR of several hours • Documented high level of operational reliability in multicenter study (>99%)³ • Documented 7 sec. (median) application time in real clinical use¹ • With over 200 scientific publications the device has the largest body of data of any mechanical CPR device. The device is documented to meet the demands throughout the chain of survival. • Mechanical chest compression devices differ with regards to compression design, application, usability and operational reliability and need to prove and show their own safety and efficacy data. Clinical evidence and usability data from the LUCAS device cannot be transferred to other types of chest compression devices
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Settings and concomitant therapies	<ul style="list-style-type: none"> • Tested for EN 1789:2007 + A1:2010 + A2:2014 Medical vehicles and their equipment—Road ambulances • Tested for EN 13718-1:2014 Medical vehicles and their equipment—Air ambulances Part 1: Requirements for medical devices used in air ambulances • Catheterization laboratory: documented to allow for oblique fluoroscopy projections, catheterization, angiography and potentially life-saving angioplasty during ongoing compressions • Defibrillation: defibrillation proof device and documented safe and effective to defibrillate during ongoing device compressions.³
Tested against global standards (selected examples)	<ul style="list-style-type: none"> • EN 1789:2007 + A1:2010 + A2:2014 Medical vehicles and their equipment—Road ambulances • EN 13718-1:2014 Medical vehicles and their equipment—Air ambulances Part 1: Requirements for medical devices used in air ambulances • EN 60601-1:2006/A1:2013 (including A11:2011 and A12:2014) (edition 3.1) Medical electrical equipment—Part 1: General requirements for basic safety and essential performance • EN 60601-1-2:2015 (edition 4) Medical electrical equipment—Part 1-2: General requirements for basic safety and essential performance—Collateral standard: Electromagnetic compatibility—Requirements and tests • IEC 60601-1-6:2010 + A1:2015 Medical electrical equipment—Part 1-6: General requirements for basic safety and essential performance—Collateral standard: Usability • EN 60601-1-8:2007 + A1:2013 Medical electrical equipment—Part 1-8: General requirements for basic safety and essential performance—Collateral Standard: General requirements, tests and guidance for alarm systems in medical electrical equipment and medical electrical systems • IEC 60601-1-12:2014 Medical electrical equipment—Part 1-12: General requirements for basic safety and essential performance—Collateral Standard: Requirements for medical electrical equipment and medical electrical systems intended for use in the emergency medical services • ANSI/AAMI ES 60601-1:2005(R)2012 Medical electrical equipment—Part 1: General requirements for basic safety and essential performance, with AMD C1: 2009, AMD 2: 2010, AMD 1: 2012 • CSA C22.2 No.60601-1:14 (3rd edition) Medical electrical equipment—Part 1: General requirements for basic safety and essential performance, COR 2: 2011/06/01 • EN 62366:2008 + A1:2015 Medical devices—Application of usability engineering to medical devices • EN IEC 62133:2012 + CORR 1:2013 Secondary cells and batteries containing alkaline or other non-acid electrolytes—Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications—Edition 2.0
Maintenance and implementation support	
Maintenance and service	<ul style="list-style-type: none"> • Routine check recommended weekly and after each use • Fleet management via included software account • Battery can be charged in device connected to external power (<2 hours), or in external desk-top charger (<4 hours) • No need for battery reconditioning or written battery administration • Hard-shell carrying case allows for charge while in bag and check of battery status through top window • Disposable suction cup • Yearly service recommended, optional on-site service* with included loaner device • Platform built for future software upgrades

* May not be available in all geographies.

Training of teams	<ul style="list-style-type: none"> • Comprehensive train-the-trainer guide and training materials available • Documented by users as easy or very to learn (> 99%)²
Clinical support	<ul style="list-style-type: none"> • Network of experienced users from various settings, sharing of best practice and clinical protocols, support and research
Device post-event data and connectivity	
Communication	<ul style="list-style-type: none"> • Wireless connectivity: Device can communicate via Bluetooth™ (factory default setting ON) and connect to configured Wi-Fi® networks (factory default setting OFF) to receive and transmit data when not in clinical use. • Manual or automatic data transmission: push the TRANSMIT key in range of known networks, or setup option for automatic data transmission whenever the device is off, charging and in range of known networks (configurable) • Setup options: Device functionality can be configured with setup options via secure, online platform (LIFENET) and be transmitted to the device wirelessly. Single setup profile can be applied to entire fleet or fleet can have different setup options • Post-Event Reports: Device can transmit Post-Event Reports (PDF) wirelessly and send to any predetermined e-mail addresses • Device readiness status: Device can transmit device readiness and battery notifications wirelessly to any predetermined e-mail addresses • Local Bluetooth connection for setting up local Wi-Fi networks, and for Post-Event Report generation and software updates (if Wi-Fi cannot be used) • Ability to disable Bluetooth and/or Wi-Fi
Post-event device data	<p>Easy to read Post-Event Device (PDF) Report showing:</p> <ul style="list-style-type: none"> • Summary of device use: compression time, ratio, rate, count, number of pauses > 10 sec. and duration of longest compression pause • Visual timeline showing device compressions, rate and pauses • Event log showing user interactions, battery alerts and alarms • Full display of device setup for quick reference • Comprehensive post-event review in CODE-STAT 11 Data Review Software (optional)
Device readiness data	<p>Option to setup automatic e-mail notifications via LIFENET for:</p> <ul style="list-style-type: none"> • Battery nearing expiration • Battery expired • Failed device self-test
Reporting software over Bluetooth	<ul style="list-style-type: none"> • Report Generator software (DTX, included with device purchase for download online) with ability to download, print, save and share device reports of each use (PDF format) • The Report Generator (DTX) can be downloaded on a pc with Windows® 7, 8.1 or 10
Device data storage	4GB (estimated to store more than two uses per day over the lifetime of the device, 8 years)
Device physical specifications	
Device dimensions when assembled (HxWxD)	22.0 x 20.5 x 9.4 inches / 56 x 52 x 24 cm
Device dimensions while stored in Carrying Case (HxWxD)	22.8 x 13.0 x 10.2 inches / 58 x 33 x 26 cm

Battery dimensions (HxWxD)	5.1 x 3.5 x 2.2 inches / 13.0 x 8.8 x 5.7 cm
Weight of the device with Battery (no straps)	17.7 lbs / 8.0 kg
Battery weight	1.3 lbs / 0.6 kg
Back plate	Thin and lightweight back plate (0.6 inches / 15 mm and 2.5 lbs / 1.1 kg)
Device main parts	<p>Included in shipping box</p> <ul style="list-style-type: none"> • Device (upper part and back plate) • Hard shell carrying case • One battery • One mounted suction cup and one spare • Patient straps to secure patient's arms to device • Stabilization strap to secure device position to patient • Instructions for use <p>Optional accessories</p> <ul style="list-style-type: none"> • External power supply • Car cable • Desktop battery charger • Spare batteries • Disposable suction cups • PCI back plate (carbon fiber version for cath lab) • Anti-slip tape to slim back plate
Device environmental specifications	
Operating temperature	+32°F to +104°F / +0°C to +40°C -4°F / -20°C for 1 hour after storage at room temperature
Storage temperature	-4°F to +158°F / -20°C to +70°C
Relative humidity	5% to 98%, non-condensing
Device IP classification (IEC60529)	IP43
Operating input voltage	12-28 V DC
Atmospheric pressure	62-107 kPa -1253 to 13000 ft (-382 to 4000 m)
Power specifications	
Power source	Proprietary battery alone or with external power supply or car power cable
Power supply	Input: 100-240VAC, 50/60Hz, 2.3A, Class II Output: 24VDC, 4.2A
Car power cable	12-28VDC/0-10A
Battery type	Rechargeable Lithium-ion Polymer (LiPo)

Battery capacity	3300 mAh (typical), 86 Wh
Battery voltage (nominal)	25.9 V
Battery run time (nominal patient)	Battery run time 45 minutes (typical) Extended run time connecting to external power
Maximum Battery charge time	Charged in the device using external power supply: - Less than two hours at room temperature (+72°F / +22°C) Charged in the external battery charger: - Less than four hours at room temperature (+72°F / +22°C)
Battery service life (interval for recommended replacement)	Recommendation to replace the battery every 3 to 4 years or after 200 uses (of more than 10 minutes each time) End of Battery service life will be indicated by a constant yellow LED to the far right on the Battery charge indicator
Battery IP classification (IEC60529)	IP44
Battery charge temperature	+32°F to +104°F / +0°C to +40°C (+68°F to +77°F / +20°C to +25°C preferred)
Battery storage temperature	-4°F to +104°F / -20°C to +40°C +105°F to +158°F / +41°C to +70°C ambient for less than a month

Note: Technical data from LUCAS 3 Chest Compression System, version 3.1, Instructions for Use, 101034-01 Rev E

References:

1. Levy M, Yost D, Walker R, et al. A quality improvement initiative to optimize use of a mechanical chest compression device within a high-performance CPR approach to out-of-hospital cardiac arrest resuscitation. *Resuscitation*. 2015;92:32-37.
2. Pocock H, Deakin C, Quinn T, et al. Human factors in pre-hospital research: lessons from the PARAMEDIC trial. *Emerg Med J* online Feb 25, 2016.
3. Rubertsson S, Lindgren E, Smekal D, et al. Mechanical chest compressions and simultaneous defibrillation vs conventional cardiopulmonary resuscitation in out-of-hospital cardiac arrest: The LINC Randomized Trial. *JAMA*. 2014;311:53-6.
4. Koster R, Beenen L, van der Boom E. Safety of mechanical chest compression devices AutoPulse and LUCAS in cardiac arrest: A randomized clinical trial for non-inferiority. *Eur Heart J*. 2017;0:1-8.

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

<u>Stryker Sales Corporation</u> Company Name	Date: <u>08/21/2019</u>
<u>11811 Willows RD NE</u> Street Address of Company	<u>bidsinbox@stryker.com</u> Email Address
<u>Redmond, WA 98052</u> City, State, Zip	<u>Maggie Wang</u> Contact Name (Print)
<u>800-442-1142</u> Business Phone	<u>800-442-1142*</u> 24-Hour Telephone
<u>425-867-4970</u> Fax	 Signature of Officer, Partner or Sole Proprietor
	<u>Maggie Wang, Bid & Proposal Specialist</u> Print Name & Title
ATTEST: If a Corporation	
 Signature of Corporation Secretary-- Authorized Agent	

Suhmiin Chern, Bid & Proposal Specialist

VILLAGE OF DOWNERS GROVE:

*Stryker Customer Support at 1-800-442-1142, option 7, 6:00 A.M. to 4:00 P.M. (Pacific), Monday – Friday

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Stryker Sales Corporation

ADDRESS: 11811 Willows RD NE

CITY: Redmond

STATE: WA

ZIP: 98052

PHONE: 800-442-1142 **FAX:** 425-867-4970

TAX ID #(TIN): 38-2902424

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Stryker Sales Corporation

ADDRESS: PO BOX 93308

CITY: Chicago

STATE: IL **ZIP:** 60673-3308

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|--------------------|--|
| Individual | Limited Liability Company – Member-Managed |
| Sole Proprietor | Limited Liability Company- Manager-Managed |
| Partnership | Medical |
| <u>Corporation</u> | Charitable/Nonprofit |
| Government Agency | |

SIGNATURE: 
Maggie Wang, Bid and Proposal Specialist

DATE: 08/21/2019


Stryker Sales Corporation's W-9 is included in Section 1 of our response.

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Automated CPR Device, Proposer Stryker Sales Corporation hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent
Maggie Wang, Bid and Proposal Specialist

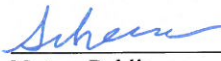
3	8	-	2	9	0	2	4	2	4
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 21st day of August, 2019.


Notary Public
Suhmiin Chern, Bid & Proposal Specialist
State of Washington, County of King

PROPOSER'S CERTIFICATION (page 2 of 3)

Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Michigan, which operates under the Legal name of Stryker Corporation, and the full names of its Officers are as follows:

President: Kevin Lobo , Chairman & Chief Executive Officer

Secretary: Dean H. Bergy, Vice President & Corporate Secretary

Treasurer: Jeanne M. Blondia, Treasurer & Vice President - Finance

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) **Partnership**

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

Village of Downers Grove

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(d) **Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES* NO (circle one)

Insurer's Name Old Republic Insurance Company

Agent Acord - Aon Risk Services Central, Inc.

Street Address 50 Louis Street NW, Suite 200

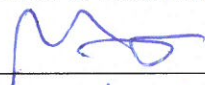
City, State, Zip Code Grand Rapids MI 49503 USA

Telephone Number (616) 456-5366

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Stryker Sales Corporation

Print Name and Title of Authorizing Signature: Maggie Wang, Bid and Proposal Specialist

Signature: 

Date: 08/21/2019

*Yes, once awarded Stryker will in good faith negotiate with Village of Downers Grove on the terms and conditions for RFP-0-54-2019/DC Automated CPR Device.

Suspension or Debarment Certificate

Village of Downers Grove

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Stryker Sales Corporation

Address: 11811 Willows RD NE

City: Redmond, WA Zip Code: 98052

Telephone: (800) 442-1142 Fax Number: (425) 867-4970

E-mail Address: bidsinbox@stryker.com

Authorized Company Signature: 

Print Signature Name: Maggie Wang Title of Official: Bid and Proposal Specialist

Date: 08/21/2019

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.



Signature

Maggie Wang, Bid and Proposal Specialist
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: Not Applicable
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Emergency Care

11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To DOWNS GROVE FIRE DEPT Attn: Patrick Jagger 6701 MAIN ST DOWNS GROVE,IL 60516 (630) 292-8942 pjagger@downers.us	Quote Number 00181600 Revision # 1 Created Date 8/21/2019 Sales Consultant John Fischer FOB Redmond, WA Terms All quotes subject to credit approval and the following terms and conditions NET Terms NET 30 Expiration Date 9/30/2019
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Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
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. The device can connect wirelessly to the LIFENET System for setup options, post-event report generation and asset management.	3.00	16,190.00	-2,914.20	13,275.80	39,827.40
LUCAS-PCPVOSNB-6-POS-UP	LUCAS Service - 6 YEAR. On-site ProCare Prevent Coverage. Up Front Payment. On-site ProCare Prevent Coverage for LUCAS Includes: -Services performed at customer's location by a Stryker Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed	3.00	3,216.00	884.40	4,100.40	12,301.20
Trade-in product	Trade in of Zoll AutoPulse towards the purchase of Lucas 3.1	3.00	0.00	0.00	-3,000.00	-9,000.00
11576-000071	LUCAS Power Supply	3.00	391.00	-70.38	320.62	961.86
11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	3.00	73.00	-13.14	59.86	179.58
11576-000051	Patient Straps (wrists, 3-pack)	2.00	285.00	-51.30	233.70	467.40
11576-000047	LUCAS Disposable Suction Cup (12 pack)	3.00	525.00	-94.50	430.50	1,291.50
11576-000080	LUCAS Battery - Dark Grey - Rechargeable LiPo	6.00	755.00	-135.90	619.10	3,714.60
11576-000060	LUCAS Battery Desk-Top Charger	3.00	1,235.00	-222.30	1,012.70	3,038.10

21576-000075	LUCAS Stabilization Strap (4 pack)	2.00	311.00	-55.98	255.02	510.04
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Subtotal	USD 53,291.68
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 53,476.68
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Pricing Summary Totals

List Price Total	USD 70,612.00
Total Contract Discounts Amount	USD -1,447.20
Total Discount	USD -6,873.12
Trade In Value	USD -9,000.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 53,476.68

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address same as address on quote	Shipping Address same as Billing Address
Account Name _____	Account Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip Code _____	State _____ Zip Code _____
Accounts Payable Contact Information	
Accounts Payable Contact _____	Accounts Payable Phone Number _____
Accounts Payable Email _____	Customer is Tax Exempt? Yes No
Authorized Customer Signature	
Name _____	Signature _____
Title _____	Date _____

Optional information:

Special Ship to Address _____
Comments _____

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number RS/02137302/193771

Limited warranty

US/Latin America/South America

Subject to the limitations and exclusions set forth below, the following Stryker products which are purchased from authorized Stryker representatives or authorized resellers for use in the United States of America, Latin America and South America and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight years	
<ul style="list-style-type: none"> LIFEPAK® CR2 defibrillator HeartSine® samaritan® PAD automated external defibrillators 	<ul style="list-style-type: none"> LIFEPAK CR® Plus automated external defibrillator and internal battery system
Five years	
<ul style="list-style-type: none"> LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications) LIFEPAK 20/20e defibrillator/monitor 	<ul style="list-style-type: none"> LIFEPAK 1000 defibrillators LIFEPAK EXPRESS® automated external defibrillator and internal battery system
Two years	
<ul style="list-style-type: none"> CodeManagement Module® 	<ul style="list-style-type: none"> LIFEPAK 1000 trainer
One year	
<ul style="list-style-type: none"> LIFEPAK 15 monitor/defibrillator LUCAS® Chest Compression System LIFEPAK 500T trainer LIFEPAK CR-T trainer Internal Battery System for LIFEPAK 20/20e 	<ul style="list-style-type: none"> Battery charging systems and power adapters Batteries and battery paks, excluding CHARGE-PAK™ Charging Unit Masimo SET® Rainbow® reusable sensors TrueCPR™ Coaching Device
180 days	
<ul style="list-style-type: none"> Masimo® cables and Masimo SET SpO2 sensors 	
90 days	
<ul style="list-style-type: none"> CHARGE-PAK Charging Unit LIFEPAK 15 monitor/defibrillator ACLS Training Device LIFEPAK 20/20e defibrillator/monitor ACLS Training Device 	<ul style="list-style-type: none"> Installed repair parts All other product accessories
30 days	
<ul style="list-style-type: none"> Internal paddles and internal paddle handles 	

Limited warranty time limits begin on the date of delivery to the First Owner.*

Stryker warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Stryker. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Stryker factory in any way which, in the judgment of Stryker, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **STRYKER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

* First Owner means the first purchaser or lessee of the products listed above, directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the purchaser's corporate affiliates.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, LIFEPAK, LIFEPAK CR, LIFEPAK EXPRESS, LUCAS, TrueCPR, Stryker Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Stryker
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com

Stryker Canada
2 Medicorum Place
Waterdown, Ontario
L8B 1W2
Canada
Toll free 800 668 8323



Physio-Control, Inc. Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:

- a) Physio-Control shipped the product in error;
- b) Customer received the product after the product's expiration date;
- c) Customer received the product in a damaged condition;
- d) The product is recalled and must be removed from the market; or
- e) Physio-Control specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Physio-Control will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.

For further information, please contact Physio-Control at 800.442.1142 or visit our website at www.physio-control.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Grand Rapids MI Office 50 Louis Street NW Suite 200 Grand Rapids MI 49503 USA	CONTACT NAME: PHONE (A/C. No. Ext): (616) 456-5366 FAX (A/C. No.): (616) 456-7451 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Old Republic Insurance Company</td> <td style="border: none; text-align: center;">24147</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Old Republic Insurance Company	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570074876276 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 312747-19	02/01/2019	02/01/2020	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">Excluded</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$5,000,000</td></tr> </table>	EACH OCCURRENCE	\$5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	Excluded	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$5,000,000
EACH OCCURRENCE	\$5,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000																		
MED EXP (Any one person)	Excluded																		
PERSONAL & ADV INJURY	\$2,000,000																		
GENERAL AGGREGATE	\$5,000,000																		
PRODUCTS - COMP/OP AGG	\$5,000,000																		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys-Dmge-Self Insc			MWTB 312744-19	02/01/2019	02/01/2020	<table style="width: 100%; border: none;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td></td></tr> <tr><td>AGGREGATE</td><td></td></tr> </table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 312743-19 AOS	02/01/2019	02/01/2020	<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>E.L. DISEASE-EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>E.L. DISEASE-POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$2,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$2,000,000	E.L. DISEASE-EA EMPLOYEE		\$2,000,000	E.L. DISEASE-POLICY LIMIT		\$2,000,000
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																		
E.L. EACH ACCIDENT		\$2,000,000																	
E.L. DISEASE-EA EMPLOYEE		\$2,000,000																	
E.L. DISEASE-POLICY LIMIT		\$2,000,000																	
A				MWXS 312745-19 Excess wc - MI	02/01/2019	02/01/2020													

Certificate No : 570074876276

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Physio-Control, Inc. and its affiliated companies are covered under the referenced policy(s).
 Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Physio-Control International, Inc.;
 Physio-Control, Inc.
 11811 willows Road NE
 PO Box 97006
 Redmond WA 98073 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

