

VILLAGE OF DOWNERS GROVE
Report for the Village
11/18/2025

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| SUBJECT: | SUBMITTED BY: |
| Fire Department Cardiac Monitors/Defibrillators | Scott Spinazola Fire Chief |

SYNOPSIS

A motion is requested to approve an agreement with Stryker Sales LLC for the purchase of seven (7) Fire Department cardiac monitors/defibrillators in the amount of \$441,545.72.

STRATEGIC PLAN ALIGNMENT

The goals for 2025-2027 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY25 Budget provides \$237,000.00 in the Equipment Replacement Fund for this contract. The remaining balance will be paid via the FY26, FY27 and FY28 Equipment Replacement Fund budgets.

RECOMMENDATION

Approval on the November 18, 2025 consent agenda.

BACKGROUND

Cardiac monitors/defibrillators are used by the Fire Department during nearly every patient encounter. These advanced devices are used to obtain and monitor vital signs such as blood pressure, effectiveness of respirations and heart rate. During cardiac related emergencies they enable fire department personnel to deliver lifesaving electrical defibrillation to patients in cardiac arrest. They also provide real time electrocardiogram readings allowing fire department personnel to assess a patient's current heart rhythm. This aids in making informed treatment decisions. The Fire Department inventory includes seven of these devices, four of which are due for replacement. The remaining three are due for replacement in 2028.

An RFP was issued and two responses were received. After careful evaluation and field testing by Fire Department personnel the Lifepak 35 from Stryker Sales LLC was found to best meet the needs and performance expectations of Fire Department staff. Staff negotiated with Stryker Sales LLC to provide a full complement of seven devices this year with payment scheduled over the next four years. This will provide consistency among all apparatus equipped with these devices without exceeding the amount budgeted for device replacement.

ATTACHMENTS

Agreement

Village of Downers Grove



REQUEST FOR PROPOSAL

Name of Proposing Company: Stryker Sales LLC

Project Name: **Purchase of Four (4) Cardiac Monitors**
Proposal No.: RFP-09112025-0-2025/MT
Proposal Due: October 2, 2025 10:00AM

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: September 11, 2025 4:00PM
Date Issued: September 11, 2025 4:00PM
This document consists of 25 pages.

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

MATT TIMMERBERG
ASSISTANT TO THE VILLAGE MANAGER
VILLAGE OF DOWNERS GROVE
850 CURTISS ST
DOWNERS GROVE, IL 60515
mtimmerberg@downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 7:30 A.M. to 4:30 P.M. at the Village Hall, 850 Curtiss St, 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 THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS.
- 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: MATT TIMMERBERG ASSISTANT TO THE VILLAGE MANAGER 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. Alternatively, proposal forms may be submitted electronically. All proposers must be registered with DemandStar in order to access bid documents and submit an electronic proposal. If you are not registered, a free agency subscription to the Village of Downers Grove account is available by going to www.demandstar.com/register.rsp. If you are registered with DemandStar, but subscribed to another agency, you do not need to modify your subscription. The Village maintains an Open Access account whereby all bidding information and e-bidding capabilities are accessible under any subscription plan. Incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic bidding are encouraged to upload their bid responses at least 24 hours prior to bid opening. The Village is not responsible for submittal errors or incomplete bid submissions. For technical issues or concerns, proposers may contact Demandstar Supplier support directly at hello@demandstar.com or at 866-273-1863. All proposals must be received prior to the Due Date and Time set forth above and on the cover page of this document.
- 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.

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- 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 the requirements of the Contract Documents considered severally and collectively.
- 3. PRE- PROPOSAL CONFERENCE**
- 3.1 A preproposal 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 preproposal 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 preproposal 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

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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, 850 Curtiss, Downers Grove, IL 60515.

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

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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

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

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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 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

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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 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.

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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 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.

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|---------------------------------|-------------|--|
| 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 |

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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 \$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 selfinsured 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 selfinsured 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.

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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.
- 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

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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 setoff 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 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, 850 Curtiss St, 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.
- 28.2 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

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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.

- 28.3 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) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

29. GOVERNING LAW

- 29.1 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.

30. SUCCESSORS AND ASSIGNS

- 30.1 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.

31. WAIVER OF CONTRACT BREACH

- 31.1 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.

32. AMENDMENT

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

33. NOT TO EXCEED CONTRACT

- 33.1 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.

34. SEVERABILITY OF INVALID PROVISIONS

- 34.1 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.

35. NOTICE

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- 35.1 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
850 Curtiss St
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

36. COOPERATION WITH FOIA COMPLIANCE

- 36.1 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.*

37. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- 37.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

Village of Downers Grove

III. DETAIL SPECIFICATIONS

The Village of Downers Grove ("Village") desires to purchase four (4) Cardiac Monitors for pre-hospital use. The Cardiac Monitors must meet the following specifications:

1. ECG

The cardiac monitor must be capable of performing 3, 4, 5, and 12-lead ECG monitoring.

2. Defibrillation

The cardiac monitor must be capable of performing manual Biphasic Defibrillation with the capability of performing the defibrillation at various energy levels for both adult and pediatric patients. The charge time should be no longer than 10 seconds.

3. Pacemaker

The cardiac monitor must be capable of performing pacing at variable rates and amps.

4. Cardioversion

The cardiac monitor must be capable of synchronized cardioversion.

5. Pulse Oximetry/CO Monitoring

The cardiac monitor must be capable of pulse oximetry and carbon monoxide monitoring.

6. Capnography

The cardiac monitor must be capable of capnography with and without oxygen delivery.

7. Blood Pressure

The cardiac monitor must be capable of non-invasive blood pressure monitoring utilizing blood pressure cuffs with sizes available for infant, pediatric, adult and large adult.

8. CPR Feedback

The device must have hardware or software that provides real-time CPR feedback.

9. Battery/Power

The cardiac monitor must have internal battery capability to provide an operating time that can provide >12 hours of normal operating time. The cardiac monitor must provide some form of external power supply, either in the form of a charging cable and/or external battery charger with spare battery.

10. Data Transmission

The cardiac monitor must have integrated Wi-Fi that supports connections to the in-vehicle router. The cardiac monitor shall be capable of an integrated cellular connection via sim card that allows for direct transmission of monitor data without reliance on the wifi router. The device must also be capable of bluetooth pairing.

Village of Downers Grove

11. Cloud Data Storage

The cardiac monitor should be capable of and include data storage via cloud storage or any internet-based storage. Data must be able to be imported into the electronic healthcare records platform Imagetrend. Data will be available to be transmitted in real time via the in-vehicle router or directly via cellular, including simultaneous transmissions to multiple sites or destinations. The monitor should be capable of real time interactivity and receive information back from 12-Lead transmissions. All software licenses and annual subscription fees shall be included.

12. Data Importation into ImageTrend

The cardiac monitor must be capable of importing data from cloud storage and/or the device into ImageTrend.

13. Accessories

Each cardiac monitor will include one (1) each cord needed and accessory device per monitor including the following:

- ECG Monitoring (Including 12-lead ECG)
- Adult Pulse Oximetry/CO Monitoring
- Non-invasive blood pressure
- Defibrillation

14. Consumables

Provide a list of consumables required for operation of the device (ie - defibrillation pads). List shall include manufactures suggested part numbers, MSRP and state if the device will function with a generic equivalent.

15. Durability

The monitor must be designed for pre-hospital use with a focus on durability and operation in inclement weather.

16. Vehicular Mounting

Each proposal should include a recommendation on a vehicular mounting system compatible with the manufacturers device. Vendors may include a recommended vehicle mounting system as an option with their proposal. The mount must have the following capabilities: quick release, swivel, easy positioning & viewing and immediate access for loading and unloading.

17. Product Lifecycle

Provide the original release date of the cardiac monitor along with its current production and support status. Also note the general life expectancy for this product and anticipated discontinuation, end of support (EOS), and end of life (EOL) dates. If exact dates are not projected, please provide the number of years between each stage in the product lifecycle.

18. Options

Village of Downers Grove

Provide a listing of all available options or add-ons. Each response must list a unit price for available accessories this must include:

- An explanation of how accessories are added
- If the vendor will need to touch devices to make the upgrades

If any additional hardware or consumable goods (generic equivalent if available) are required

19. Training

The vendor shall provide training on the features and use of the monitors. The training shall take place on three (3) consecutive days to accommodate the Fire Department shift schedule. A digital copy of the training (video, powerpoint etc) shall be provided to train personnel who are unable to attend the training.

20. Warranties

The Vendor shall supply all information relative to any applicable manufacturer and/or vendor warranties applicable to each device and available options thereto.

21. Trade-Ins

The Village has four (4) Zoll X-Series Monitor/Defibrillators manufactured in 2018 that the Village will be removing from service. Proposals shall indicate whether the vendor will offer a trade-in credit or cash for said monitors/defibrillators and the amount for the same.

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.)

stryker

Proposal by Stryker



Downers Grove
850 CURTISS ST
DOWNERS GROVE, IL 60515
RFP-09112025-0-2025/MT
Due: 10/02/25

Prepared by: Stryker Sales, LLC, through its
Medical Division
Contact: Sales Account Manager Christine Rogers
Tel: 630-207-7302
Email: christine.rogers@stryker.com

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Sections

- 1 Response to Request for Proposal**
- 2 Pricing and Warranty**
- 3 Product Information**



Section 1

Response to Request for Proposal



09/23/2025

Downers Grove

850 CURTISS ST DOWNERS GROVE, IL 60515

To whom it may concern,

Thank you for this opportunity to respond to the emergency medical equipment needs of Downers Grove, Stryker Emergency Care presents the following proposal for your consideration.

It has been our intent to provide Downers Grove with all requested information in the proper format. Please visit our website at <https://www.strykeremergencycare.com/> for additional information about LIFEPAK®, LUCAS® chest compression system, powered patient handling equipment, data solutions, and Stryker's ProCare field service team.

Stryker is a leader in emergency medical response and patient transport products. As your trusted EMS partner, we build solutions that help improve patient outcomes and caregiver safety, bringing more power to you. We are committed to helping you achieve improved clinical outcomes and operational performance. Our focus is providing innovative patient transport, emergent care, and data solutions that are durable, reliable and easy to use.

If you have any questions regarding our response, please contact our office directly at bidsinbox@stryker.com or Christine Rogers at 603 207 7302 or Christine.rogers@stryker.com

Sincerely,

A handwritten signature in black ink that reads "Kathryn E. Janecke".

Kathryn Janecke

Senior Director, Commercial Operations

Stryker

11811 Willows Road NE

Redmond, WA 98052

bidsinbox@stryker.com

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

Your 2025 Stryker Partners



Christine (Kunzler) Rogers- Account Manager

Account Manager – Central Chicago

Christine been with Stryker 5 years, and in medical device sales for 10. She was born and raised on the north side of Downers Grove. She attended St. Mary of Gostyn, Downers Grove North, and the University of Iowa, and her parents still live not far from Downtown Downers Grove. She currently resides in Elmhurst and has 3 kids ages 4, 2 and 4 months.

Phone Number: (630) 207-7302

Email: christine.rogers@stryker.com



Martin Teran

ProCare Field Service Technical Specialist- Chicago

Martin has worked at Stryker in his position for over 25 years, and has been servicing this area for LUCAS devices and Lifepak cardiac monitors both in hospital and pre-hospital throughout his tenure.

Phone Number: (773) 732-3859

Email: martin.teran@stryker.com



Kam Kampen

Regional Sales Manager, EMS – Great Lakes

Kam has been with Stryker over 10 years and is originally from Kalamazoo, Michigan where our company is HQ. He has been in Marketing, Sales Training, an EMS Account Manager in the Carolinas, and now resides in Arlington Heights with his wife and daughter Lucy. He now manages a team of 11 sales reps across 3 states.

Phone Number: (919) 455-6755

Email: Kameron.Kampen@stryker.com



Kim Marie Macygin, MSN, RN

Field Clinical Specialist- Chicago

Due to the amount of customers Stryker has in Illinois, Stryker hired a Field Clinical Specialist to assist in training, continuous education, rollouts, and in-services for our customers in addition to Christine. She spent several years in the ED at St. Alexius Health Center, as well as a Paramedic Course Director/EMS Educator at Northwest Community Hospital.

Phone Number: (847) 903-6760

Email: kimmarie.macygin@stryker.com

(6) Account Managers

(14) ProCare Technicians



Section 2

Pricing and Warranty



DG monitors bid

Quote Number: 11181809

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: DOWNERS GROVE FIRE DEPT

Rep:

Christine Rogers

Attn:

Email:

christine.rogers@stryker.com

Phone Number:

Quote Date: 10/28/2025

Expiration Date: 01/26/2026

Contract Start: 09/17/2025

Contract End: 09/16/2026

Delivery Address

Sold To - Shipping

Bill To Account

| Name: | DOWNERS GROVE FIRE DEPT | Name: | DOWNERS GROVE FIRE DEPT | Name: | DOWNERS GROVE FIRE DEPT |
|------------|---|------------|---|------------|---|
| Account #: | 20060537 | Account #: | 20060537 | Account #: | 20060537 |
| Address: | 5420 MAIN ST DOWNERS GROVE Illinois 60515 | Address: | 5420 MAIN ST DOWNERS GROVE Illinois 60515 | Address: | 5420 MAIN ST DOWNERS GROVE Illinois 60515 |

Equipment Products:

| # | Product | Description | Qty | Total |
|------|--------------|--|-----|--------------|
| 1.0 | 70335-000042 | LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT | 7 | \$376,740.00 |
| 2.0 | 11335-000001 | LIFEPAK FLEX Lithium-Ion Battery | 7 | \$3,500.00 |
| 3.0 | 11140-000102 | LIFEPAK FLEX Battery Charger | 4 | \$6,000.00 |
| 4.0 | 11140-000131 | AC Power Cord (North America, hospital grade) | 4 | \$216.00 |
| 5.0 | 11996-000519 | LNCS-II Reusable rainbow 8-wavelength Adult Sensor | 9 | \$4,000.50 |
| 6.0 | 11996-000520 | LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor | 7 | \$3,423.00 |
| 7.0 | 11260-000073 | Shoulder Strap | 7 | \$262.50 |
| 8.0 | 11335-000008 | LIFEPAK 35 Storage Bag Kit | 8 | \$4,400.00 |
| 9.0 | 11330-000026 | LP35 Docking Station | 7 | \$11,200.00 |
| 10.0 | 11111-000041 | LIFEPAK 3-wire extended precordial ECG cable | 7 | \$420.00 |
| 15.0 | 11113-000008 | LIFEPAK Therapy Cable | 2 | \$516.03 |
| 16.0 | 11111-000035 | LIFEPAK 4-Wire ECG Cable, 2.44 m (8 ft), AHA | 2 | \$514.00 |
| 17.0 | 11111-000037 | LIFEPAK 6-wire expandable precordial ECG cable, AHA | 2 | \$310.00 |
| 18.0 | 11996-000017 | Adult QUIK-COMBO RED1-PAK pacing/defibrillation/ECG Electrodes With EDGE System Technology | 10 | \$342.00 |
| 19.0 | 11996-000093 | Pediatric QUIK-COMBO RTS pacing/defibrillation/ECG Electrodes With EDGE System Technology | 20 | \$947.10 |



DG monitors bid

Quote Number: 11181809

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: DOWNERS GROVE FIRE DEPT

Rep: Christine Rogers
Email: christine.rogers@stryker.com

Attn:

Phone Number:

Quote Date: 10/28/2025

Expiration Date: 01/26/2026

Contract Start: 09/17/2025

Contract End: 09/16/2026

Trade In Credit:

| Product | Description | Qty | Total Credit |
|-------------|-------------------------------------|-----|--------------|
| TR-ZXA-LP35 | TRADE IN ZOLL X-SERIES ADV FOR LP35 | 7 | -\$45,500.00 |

ProCare Products:

| # | Product | Description | Qty | Total |
|------|-------------------|---|-----|-------------|
| 13.1 | LIFEPAK35-FLD-PRO | Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LNI/CPRI,STD,BT 09/23/2025 - 09/22/2031 Parts, Labor, Travel + Preventative Maintenance 1 year warranty + 7 additional years onsite service + annual PMs | 7 | \$64,041.60 |

Data Solutions:

| # | Product | Description | Qty | Total |
|------|--------------|--|-----|------------|
| 11.0 | 81000001 | EMS Pro Tier 1: <5,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools. | 7 | \$1,813.00 |
| 12.0 | 11150-000020 | LIFEPAK Cellular Modem, North America | 7 | \$8,400.00 |

Price Totals:

Tax: Exempt
Shipping: Free

| | |
|-------------------------------|---------------------|
| Estimated Sales Tax (0.000%): | \$0.00 |
| Shipping and Handling: | \$0.00 |
| Grand Total: | \$441,545.72 |

Prices: In effect for 30 days

Terms: Net 30 Days

**DG monitors bid**

Quote Number: 11181809

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: DOWNERS GROVE FIRE DEPT

Rep:

Christine Rogers

Attn:

Email:

christine.rogers@stryker.com

Phone Number:

Quote Date: 10/28/2025

Expiration Date: 01/26/2026

Contract Start: 09/17/2025

Contract End: 09/16/2026

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



10/28/2025

DOWNERS GROVE FIRE DEPT
5420 MAIN ST
DOWNERS GROVE, Illinois 60515

Equipment: See proposal for detailed equipment descriptions and pricing.
Finance structure: Step Payments
Finance structure: Conditional Sale

Payment terms:

| | 25 months |
|--|----------------------------|
| Proposal total | \$441,545.72 |
| 1 monthly payment(s) (due at signing) | \$237,000.00 |
| 2 annual payment(s) | \$5,000.00 |
| Followed by: | 1 annual payments @ |
| Total payment | \$194,545.72 |

customer is tax exempt and shipping is free of charge

Contract commencement: Upon delivery, installation, and acceptance.

Transfer of title: At contract commencement.

Down payment: No down payment required.

First payment due: At signing.

Interim rent: Stryker does not charge interim rent.

Documentation fees: Stryker does not charge documentation fees.

Payment adjustment: The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonably determined by Stryker's Flex Financial division. Flex Financial reserves the right to adjust the payments prior to contract commencement to maintain current economics of this proposed transaction. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to **11/30/2025**.

10271820v2



MOT 2025-11014

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002
t: 1-888-308-3146

Date: November 03, 2025

RE: Reference no:2210271820

VILLAGE OF DOWNERS GROVE
5420 MAIN ST
DOWNERS GROVE, Illinois 60515

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Short Form Conditional Sale Agreement
- Exhibit A - Detail of Equipment
- State and Local Government Rider
- Upfront Payment Invoice
- Addendum

****Conditions of Approval: Accounts Payable Contact Information, State and Local Government Rider, Upfront Payment Due at Signing (Please provide payment and invoice with signed documents), Certificate of Acceptance (Once all equipment has been received)**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

| | | | |
|--|-------|------------------------------|-------|
| Federal Tax ID number: | _____ | Accounts Payable contact: | _____ |
| Purchase order number: | _____ | Accounts Payable Email: | _____ |
| Upfront payment check number (if applicable): | _____ | Accounts Payable Phone: | _____ |
| | | Accounts Payable Address: | _____ |
| | | | |
| Administrative Contact(s): | | | |
| Administrative contact name: | _____ | Administrative contact name: | _____ |
| Email address: | _____ | Email address: | _____ |
| Phone number: | _____ | Phone number: | _____ |

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of November, 2025.

Sincerely,
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.



Short Form Conditional Sale Agreement No.2210271820

Owner ("we" or "us"):
 Flex Financial, a division of Stryker Sales, LLC
 1941 Stryker Way
 Portage, MI 49002

| | |
|--|--|
| Customer name and address ("You" and "Your"): VILLAGE OF DOWNERS GROVE 5420 MAIN ST DOWNERS GROVE ,Illinois 60515 | Equipment Location: 5420 MAIN ST DOWNERS GROVE,Illinois 60515 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof) |
|--|--|

Payment information

| Number of payments | Payment frequency | Payment amount |
|--------------------|-------------------|--|
| 1 | Upfront | \$237,000.00 (Due at signing) (plus applicable sales/use taxes - see "Taxes" section below) followed by: |
| 2 | Annual | \$5,000.00 (plus applicable sales/use taxes - see "Taxes" section below) followed by: |
| 1 | Annual | \$194,545.72 (plus applicable sales/use taxes - see "Taxes" section below) |

Terms and conditions:

1. Purchase agreement/ acceptance/ payments: You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

2. Ownership/security interest/laws/use/maintenance: Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

3. Taxes: You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

4. Assignment: You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.



Short Form Conditional Sale Agreement No.2210271820

6. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

| Customer signature | |
|--------------------|-------|
| Signature: | Date: |
| Print name: | |
| Title: | |

| Accepted by Flex Financial, a division of Stryker Sales, LLC | |
|--|-------|
| Signature: | Date: |
| Print name: | |
| Title: | |



Exhibit A to Short Form Conditional Sale Agreement Number 2210271820

Description of equipment

Customer name: VILLAGE OF DOWNERS GROVE

Delivery Location: 5420 MAIN ST, DOWNERS GROVE, Illinois , 60515

Part I - Equipment/Service Coverage (if applicable)

| Model number | Equipment description | Quantity |
|--|---|----------|
| SHIP TO: | | |
| <u>DOWNERS GROVE FIRE DEPT, 5420 MAIN ST, DOWNERS GROVE, Illinois, 60515, United States</u> | | |
| 70335-000042 | LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT | 7 |
| 11335-000001 | BATTERY, LI-ION, WITH IFU, LP35 | 7 |
| 11140-000102 | CHARGER, BATTERY, LP35 | 4 |
| 11140-000131 | POWER CORD,C13 ST,10FT,HOSPITAL GRADE | 4 |
| 11996-000519 | SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M | 9 |
| 11996-000520 | SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI | 7 |
| 11260-000073 | KIT, SHOULDER STRAP, LP35 | 7 |
| 11335-000008 | KIT, STORAGE BAGS, LP35 | 8 |
| 11330-000026 | ASSY, DOCKING STATION, LP35 | 7 |
| 11111-000041 | ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR | 7 |
| 11150-000020 | KIT, MODEM, NA, LP35 | 7 |
| TR-ZXA-LP35 | TRADE IN ZOLL X-SERIES ADV FOR LP35 | 7 |
| 11113-000008 | ASSY, CABLE, THERAPY, LP35, IFU | 2 |
| 11111-000035 | ASSY, CABLE, ECG, 4 WIRE, AHA, 8 FT | 2 |
| 11111-000037 | ASSY, CABLE, ECG, 15LEAD, 6 WIRE PRECORD | 2 |
| 11996-000017 | ASSEMBLY,ELECTRODE-ADULT,PRE-CONNECT | 10 |
| 11996-000093 | ELECTRODE ASSEMBLY-PEDIATRIC RTS | 10 |
| 11996-000093 | ELECTRODE ASSEMBLY-PEDIATRIC RTS | 10 |
| 11996-000340 | RAINBOW R20,PED DISP SNSRS,10/BOX,REF 2222,ROHS | 7 |
| 11240-000032 | BOX-PAPER ROLL 2,100MM,ECG | 5 |

Service coverage:

| Model number | Service coverage description | Quantity | Years |
|------------------|-------------------------------|----------|-------|
| 81000001 | EMS LIFENET PRO TIER 1 | 7 | |
| LIFEPK35-FLD-PRO | ProCare-SVC-LP35-FIELD-REPAIR | 7 | 6.00 |

| Customer signature | |
|--------------------|-------|
| Signature: | Date: |
| Print name: | |
| Title: | |

| Accepted by Flex Financial, a division of Stryker Sales, LLC | |
|--|-------|
| Signature: | Date: |
| Print name: | |
| Title: | |



State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 2210271820 (the "Agreement")** between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and VILLAGE OF DOWNERS GROVE ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

| Customer signature | |
|--------------------|-------|
| Signature: | Date: |
| Print name: | |
| Title: | |

| Accepted by Flex Financial, a division of Stryker Sales, LLC | |
|--|-------|
| Signature: | Date: |
| Print name: | |
| Title: | |

**ADDENDUM TO SHORT FORM CONDITIONAL SALE AGREEMENT
NO. 2210271820 BETWEEN FLEX FINANCIAL ("FLEX FINANCIAL"), A DIVISION
OF STRYKER SALES, LLC AND
VILLAGE OF DOWNERS GROVE ("CUSTOMER")**

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. Sentence 2 of Section 1 of the Agreement is hereby amended to read as follows:

"Within twenty (20) days after the date all of the Equipment is delivered to you under this Agreement, you shall either: (i) accept the Equipment by executing and delivering to us a Certificate of Acceptance in form acceptable to us (and the date such written acceptance is delivered to us is hereinafter referred to as the "Acceptance Date"); or (ii) reject the Equipment and promptly return the Equipment to us at which time this Agreement shall terminate as to such Equipment. If you fail within twenty (20) days after the Equipment is delivered to you under this Agreement to execute and deliver to us a Certificate of Acceptance or reject and promptly return the Equipment to us, you shall be deemed to have accepted the Equipment for all purposes hereunder."

2. Sentence 8 of Section 1 of the Agreement is hereby amended to read as follows:

"If any payment is not made when due, you will pay us a late charge of 3% for each such payment or \$10.00, whichever is greater, but only to the extent permitted by law."

3. A new last sentence is added to Section 3 of the Agreement to read as follows:

"Notwithstanding anything herein to the contrary, to the extent that you maintain a tax exempt status and such status exempts us, this Agreement and/or Equipment described therein from otherwise applicable property, sales and/or use taxes, and you provide us with proof of the same reasonably satisfactory to us, then we shall not charge you for such property, sales and/or use taxes regarding us, this Agreement and/or Equipment. You acknowledge and agree that: (i) even though you are exempt from certain taxes, such status may not exempt us, this Agreement and/or Equipment from applicable property, sales and/or use taxes and you will be liable to pay or reimburse us for all such applicable taxes, as billed; and (ii) if you disagree with any determination by us that a tax exemption is not available for a certain tax, you shall pay or reimburse us for such tax, as billed, until such time as you obtain a ruling or other written determination from the appropriate state or local agency (in a form reasonably satisfactory to us) stating that the tax exemption is available for such tax."

4. Sentence 3 of Section 5 of the Agreement is hereby amended to read as follows:

"You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) *list us as the insurance loss payee* and (iii) give us written proof of the insurance."

5. A new last sentence is hereby added to Section 5 of the Agreement to read as follows:

"Notwithstanding anything to the contrary herein, you shall be entitled to self-insure with respect to your insurance obligations hereunder so long as such self-insurance is maintained in a manner and fashion typical of institutions of your size and nature, including suitable re-insurance structures and so long as (i) no event of default has occurred and remains outstanding and (ii) you promptly deliver certifications or other reasonable proof of self-insured amounts and reinsurance upon our request, including without limitation, financial statements related thereto."

6. Sentence 3 of Section 6 of the Agreement is hereby amended to read as follows:

"Upon default, and to the extent permissible under Illinois law, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement."

7. Sentence 1 of Section 7 of the Agreement is hereby amended to read as follows:

"This Agreement shall be governed and construed in accordance with the laws of Illinois."

8. The last sentence of Section 7 of the Agreement is hereby amended to read as follows:

"YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND BOTH PARTIES WAIVE TRIAL BY JURY."

| Customer signature | |
|--------------------|-------|
| Signature: | Date: |
| Print name: | |
| Title: | |

| Accepted by Flex Financial, a division of Stryker Sales, LLC | |
|--|-------|
| Signature: | Date: |
| Print name: | |
| Title: | |

stryker

Invoice

Flex Financial, a division of Stryker Sales, LLC
 1941 Stryker Way
 Portage, MI 49002

Sold To

VILLAGE OF DOWNERS GROVE
 5420 MAIN ST
 DOWNERS GROVE, Illinois 60515

Customer Information

| | |
|---------------|--------------|
| Invoice # | 2210271820 |
| Invoice Date | Nov 03, 2025 |
| Payment Terms | Upon Receipt |

Mailing Remit To

Flex Financial, a division of Stryker Sales, LLC
 25652 Network Place
 Chicago, IL 60673-1256

Electronic Payment Remit To

| | |
|--------------------|-------------|
| Stryker Sales, LLC | |
| Routing # (ACH): | 071000013 |
| Routing # (WIRE): | 021000021 |
| Account #: | 870510617 |
| SWIFT Code: | CHASUS33XXX |

Description

Extended Price

| | |
|--------------------------------|---------------------|
| Upfront Payment Due at Signing | \$237,000.00 |
| Total Amount Due: | \$237,000.00 |

WARRANTY, INDEMNIFICATION
AND COMPLIANCE STATEMENT
(Stryker Emergency Care)

STRYKER EMERGENCY CARE WARRANTY:

Products manufactured and sold by Stryker Emergency Care include the warranties set forth in Schedule I attached to this Statement and incorporated herein by reference.

EXCEPT AS OTHERWISE SET FORTH IN THIS STATEMENT, STRYKER EMERGENCY CARE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

INDEMNIFICATION:

This indemnification is in effect for the Equipment and Disposables provided the instructions outlined in the Manufacturer's Operating Instructions (separately provided to you) are followed. Stryker Emergency Care will hold you harmless and will indemnify you for any and all liability arising directly from personal injuries to patients which occur during the use of the Equipment or Disposables on such patients and which are directly caused, and to the extent such injury is directly caused, by a design or manufacturing defect of the Equipment or Disposables. This indemnification will not apply to any liability arising from (A) a patient injury due to the negligence of any person other than an employee or agent of Stryker Emergency Care during such use, (B) the failure of any person other than an employee or agent of Stryker Emergency Care to follow any instructions for use of the Equipment and Disposables or (C) the use of any equipment or disposables not purchased from Stryker Emergency Care or Equipment or Disposables that have been modified or altered. You will hold Stryker Emergency Care harmless and will indemnify Stryker Emergency Care for any and all liability incurred from patient injury resulting directly from the negligence of any of your employees, your failure to follow Stryker Emergency Care's instructions for the Equipment and Disposables, and any modifications or alterations to the Equipment or Disposables by you.

INSURANCE:

Stryker Emergency Care shall maintain, at its own expense, insurance policies of the kind and limits listed below and with insurers with an A.M. Best rating of not less than A- VII or its equivalent:

- (a) WORKERS' COMPENSATION with statutory limits and EMPLOYER'S LIABILITY with minimum limits of \$2,000,000 Each Accident, \$2,000,000 Disease – Each Employee, and \$2,000,000 Disease – Policy Limit.
- (b) COMMERCIAL GENERAL LIABILITY, including Premises/Operations Liability, Products/Completed Operations Liability, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage Liability, and Personal/Advertising Injury Liability, with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- (c) AUTOMOBILE LIABILITY covering owned, non-owned and hired autos with a minimum combined single limit of \$2,000,000 per accident if licensed vehicles are used in connection with the performance of this Agreement, and at all times when such vehicles are operated on the leased or owned premises of Hospital.

At your request, Stryker Emergency Care shall provide you with a certificate of insurance evidencing the foregoing insurance. Stryker Emergency Care warrants that it will maintain the above insurance coverages during the term of your purchases of products from Stryker Emergency Care and you will be provided with at least thirty (30) days' prior written notice of cancellation of any coverage, unless cancellation is due to the non-payment of premium, in which case Stryker Emergency Care shall provide ten (10) days' prior written notice. With the exception of policy (c) above, Stryker Emergency Care shall be permitted to maintain any of the required insurance coverages through a program of self-insurance.

COMPLIANCE:

1. FDA. To the extent required, Stryker Emergency Care represents and warrants that the U.S. Food and Drug Administration ("FDA") has cleared the products provided to you for the uses specifically set forth in the instructions for use accompanying the products. Stryker Emergency Care represents and warrants that no product delivered to you by Stryker Emergency Care is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law in which the definition of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of shipment or delivery, or is a product which may not, under the provisions of Section 404 or 505 of said Act, be introduced into interstate commerce.
2. Stryker Emergency Care Personnel. To the extent provided to you, Stryker Emergency Care represents and warrants that all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further Stryker Emergency Care represents and warrants that services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes for which they are provided. Stryker Emergency Care only agrees to acknowledge your policies and that Stryker Emergency Care is encouraged by you to report violations of your policies. You may

only exclude Stryker Emergency Care's employees, agents, or independent contractors from dealings between the parties for violations of your policies, provided, however, that Stryker Emergency Care's agents and independent contractors are not subject to your approval.

3. Non-Exclusion. Stryker Emergency Care represents and warrants that, as of the date this Statement is provided to you, neither it nor, to the best of its knowledge, any of its employees or agents engaged to provide products or services to you, are or have been excluded terminated, suspended, or debarred from participation in federal or state health care programs or federal or state government contracts pursuant to §1128 of the Social Security Act, 42 U.S.C. §1320a-7 or 48 C.F.R. Part 9, or related regulations or other federal or state laws and regulations (each an "Exclusion or Debarment Event"). During the term of your purchase of products and/or services from Stryker Emergency Care, it shall promptly notify you in the event it becomes subject to an Exclusion or Debarment Event. You retain the right, as your sole and exclusive remedy, to terminate any services agreements with Stryker Emergency Care and/or purchases of undelivered products from Stryker Emergency Care in the event Stryker Emergency Care becomes subject to an Exclusion or Debarment Event.

4. HIPAA Compliance. Stryker Emergency Care and you understand, acknowledge and agree that although not necessary to Stryker Emergency Care's providing goods and/or services to you, Stryker Emergency Care's employees, contractors, agents or other representatives may encounter personal or confidential information or materials belonging to you, your patients, employees, contractors, agents or other representatives. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients) shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties shall to the extent applicable, comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations thereunder as amended to ensure the protection of Protected Health Information ("PHI") as defined therein.

5. Applicable Laws. It is the intent of Stryker Emergency Care and you to comply in all respects with all federal, state and local laws and regulations governing the relationship between or among healthcare providers. In the event performance by either party should jeopardize your full accreditation or licensure by any regulatory agency, or be in violation of any statute or ordinance or for any reason be illegal or deemed unethical by any recognized agency or association in the medical or hospital fields, you may, at your option, terminate your purchases of products from Stryker Emergency Care.

6. Access to Records. To the extent required by law the following provision applies: Stryker Emergency Care agrees to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to its activities, Stryker Emergency Care further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker Emergency Care shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Statement and the books, documents and records of Stryker Emergency Care that are necessary to verify the nature and extent of the costs charged to you for purchases of products from Stryker Emergency Care. Stryker Emergency Care further agrees that if Stryker Emergency Care carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

NONDISCRIMINATION

Stryker 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, Stryker 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.

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. Stryker 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.*

SEXUAL HARASSMENT POLICY

1 The Stryker, as a party to a public contract, shall have a written sexual harassment policy that:

- 1.1 Notes the illegality of sexual harassment;
- 1.2 Sets forth the State law definition of sexual harassment;
- 1.3 Describes sexual harassment utilizing examples;
- 1.4 Describes the Stryker's internal complaint process including penalties;
- 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
- 1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

EQUAL EMPLOYMENT OPPORTUNITY

1 In the event of the Stryker'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 Stryker 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 Stryker agrees as follows:

- 1.1 That it will not discriminate against any employee or applicant for employment 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.
- 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.
- 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.
- 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 Stryker'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 Stryker in its efforts to comply with such Act and Rules and Regulations, the Stryker will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 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.
- 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.

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 Stryker will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Stryker 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.

DRUG FREE WORK PLACE

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

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 Stryker'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.

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 Stryker'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.

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.

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.

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.

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.

7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

PATRIOT ACT COMPLIANCE

1 The Stryker 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 Stryker further represents and warrants to the Village that the Stryker 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 Stryker 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.

COMPLIANCE WITH OSHA STANDARDS

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.

CAMPAIGN DISCLOSURE

- 1 Any contractor, Stryker, 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.
- 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.
- 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.
- 4 By signing the bid or proposal documents, contractor/Stryker/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.

GOVERNING LAW

- 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.

COOPERATION WITH FOIA COMPLIANCE

- 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.*

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- 1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. **NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED**

CONFIDENTIALITY:

You will not disclose to any third party the terms, including pricing information, or any other information provided by Stryker Emergency Care to you in connection with the sale of products to you by Stryker Emergency Care, without Stryker Emergency Care's prior written approval. The confidentiality obligation will not apply to information that is: (a) already public or that becomes public other than as a result of disclosure by you; or (b) required by law or legal process to be disclosed. In the case of required disclosure, written notice of such requirement will be promptly communicated to Stryker Emergency Care and you will cooperate, at the expense of Stryker Emergency Care, with Stryker Emergency Care in its efforts to limit the scope of disclosure required.

NO EFFECT ON FINANCE AGREEMENTS:

The warranty, indemnification, insurance, compliance and other terms of this Statement are the responsibility of Stryker Emergency Care, but:

- (i) the terms of this Statement shall not be a part of, nor affect in any manner, any agreement(s) between you and Stryker Flex Financial, a division of Stryker Sales, LLC (collectively "Stryker Finance Agreement"); and (ii) no assignee of any Stryker Finance Agreement shall have any responsibility to you under this Statement.

Schedule 1

Product Warranty and Return Policy

[LEFT BLANK INTENTIONALLY]

Limited warranty

Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years

- Evacuation chair

8 years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillator

7 years

- Welds on Stair-PRO® stair chair, Power-PRO™ XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system

5 years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator

3 years

- McGRATH™ MAC EMS video laryngoscope
- Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)

- Stair-PRO (parts only)
- Power-LOAD (parts only)
- Performance-PRO XT (parts only)
- Performance-LOAD
- Power-PRO XT
- Power-PRO IT
- SMRT™ power charger (Power-PRO XT)
- CodeManagement Module®
- LIFEPAK CR2 Trainer
- LIFEPAK 1000 Trainer
- HeartSine samaritan Trainer
- HeartSine Gateway

- Stair-PRO (parts and labor)
- Power-LOAD (parts and labor)
- Performance-PRO XT (parts and labor)
- MX-PRO® R3 x-frame ambulance cot
- MX-PRO bariatric transport cot
- Expendable components for Power-PRO and Performance-PRO XT (i.e. mattresses, restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods)
- SMRT power paks
- LIFEPAK 15
- LIFEPAK Certified Pre-Owned defibrillators
- LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps
- LIFEPAK 500T AED Training System
- LIFEPAK CR-T AED Training System
- LIFEPAK 20e internal battery system
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ battery charger
- MASIMO® SET® Rainbow® reusable sensors
- TrueCPR® coaching device

* First purchaser 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 invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days

- MASIMO cables and SET SpO₂ sensors

90 days

- CHARGE-PAK charging unit
- LIFEPAK advanced cardiac life support training devices
- Sterilizable internal paddles (one-piece design)
- Installed repair parts
- All other product accessories and disposables

30 days

- Internal paddles and paddle handles (two-piece design)

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

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.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING 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.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

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, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR. 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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Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com



Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden



Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com



HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom

stryker

LIFEPAK® 35

monitor/defibrillator



**Intuitive.
Clinically advanced.
Proven.**



Built on a legacy of trust.
Ready for the future.

When you respond to emergencies,
you need a monitor/defibrillator that's
clinically advanced and tough.^{1,2}

For decades, we've developed technology and devices that first responders like you reach for during critical events. Our hard-earned reputation includes attention to detail and performance that goes above and beyond.

Developing new products takes time – but the results are worth it. Every step of our process was inspired by your commitment as we addressed your needs with the goal of surpassing your expectations. This LIFEPAK 35 may be different, both inside and out, but the focus remains the same: **to help save lives.**

Introducing the **LIFEPAK 35**

The LIFEPAK 35 is a clinically advanced monitor/defibrillator with proprietary tools and technology built on an intuitive³, modern platform for advanced patient care. It's a future-ready device designed to promote confident cardiac care¹ and enable clinical excellence in today's modern healthcare environment.



Intuitive

LIFEPAK 35's large, easy-to-use touchscreen³ and advanced clinical decision support tools provide a customizable clinical experience that helps reduce cognitive burden.³



Clinically advanced

When every second matters, you need tools/device that moves as fast as you do. With advanced connected capabilities providing insights and guidance, LIFEPAK 35 is reliably on your side – when time is not.



Proven

Built on a legacy of life-saving products and reimaged for today's modern healthcare professional, the LIFEPAK 35 platform carries a foundation of trust and toughness that will help advance patient care.



Advancing patient care now and into the future

Working in partnership with customers like you, we've designed a device to help give you more control during critical events. The LIFEPAK 35 monitor/defibrillator balances advanced clinical technologies and ease-of-use^{1,2} in a device that you can rely on in challenging situations.³

SunVue™ mode allows screen to be easily viewed in different light settings.³

Built-in documentation tools can help reduce time to treatment and calculation errors.¹

cpRINGSIGHT™ helps improve CPR performance by reducing pauses* during chest compressions.⁵

Create a custom events list of up to 80 medications and/or treatments.^{2,7}

Quickly and easily streamline patient care by setting custom-timed reminders for medications and therapies.¹

Front-facing right-angle cable ports enable easy access to monitoring accessories.³



* First-aid pauses were reduced to an average of 8 seconds vs. an average of 22 seconds with the conventional AED. CPR with cpRINGSIGHT™ was 85 percent vs. 81 percent in the conventional AED group.



Therapy options, including pediatric AED mode, help treat patients with escalating biphasic energy from 1J to 360J.^{2,4,6}

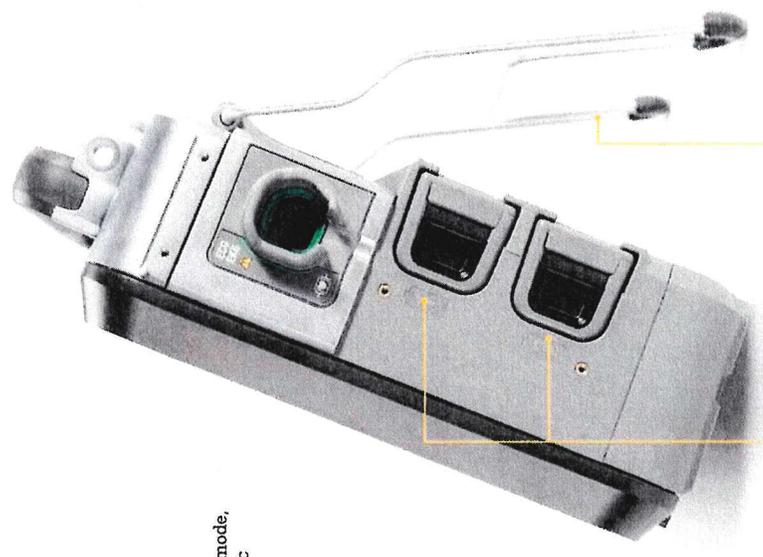
Streamline workflow by transmitting data for analysis via built-in WiFi or Bluetooth.¹

Single tap of the screen allows a caregiver to switch between real and elapsed time during an event.¹

The intuitive user interface is easy to use and requires minimal training.^{**3}

Live view 12/15-lead with STJ Insight™ provides a graphical representation of the ECG to help diagnose myocardial injury.¹

*Based on participants surveyed.



FLEX lithium-ion dual battery system allows for nine hours of monitoring.⁴

The integrated kickstand can be easily positioned for optimal viewing.

Advanced technology promotes clarity and confidence

Focus on patient care with our clinically advanced therapy tools



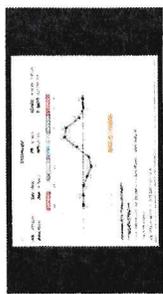
Post-sync decision menu

a mode selection menu is displayed on screen automatically after each shock, prompting the clinician to consider the patient's needs.³



Digital calipers

Displays automated cardiac interval calculation on-screen¹



STJ Insight

Presents a new, enhanced view of ST segment measurements to aid in assessing the location and magnitude of ischemic ST segment changes. ST trend monitoring also provides an automated alert of clinically significant changes to help clinicians diagnose myocardial injury.¹

Enhance your response

From the street to the emergency room, our focus is on creating seamless workflows that empower you to provide rapid, high-quality care under pressure. The LIFEPAK 35 allows you to customize events and medication lists,^{1,7} track CPR time,¹ and create on-screen reminders.^{1,3} By streamlining processes, we enable you to focus on what truly matters—saving lives.

Stay connected with LIFENET digital healthcare solutions⁸



Stay ready with LIFENET Asset

Remotely manage your devices, receive status alerts and view static/dynamic device location.⁹



Respond effectively with LIFENET Care

Drive better care by transmitting, sharing and capturing patient data to enhance team communication and coordination.⁶



Review quickly with CODE-STAT™

Automatically access or share data, review performance and identify improvement opportunities.⁹

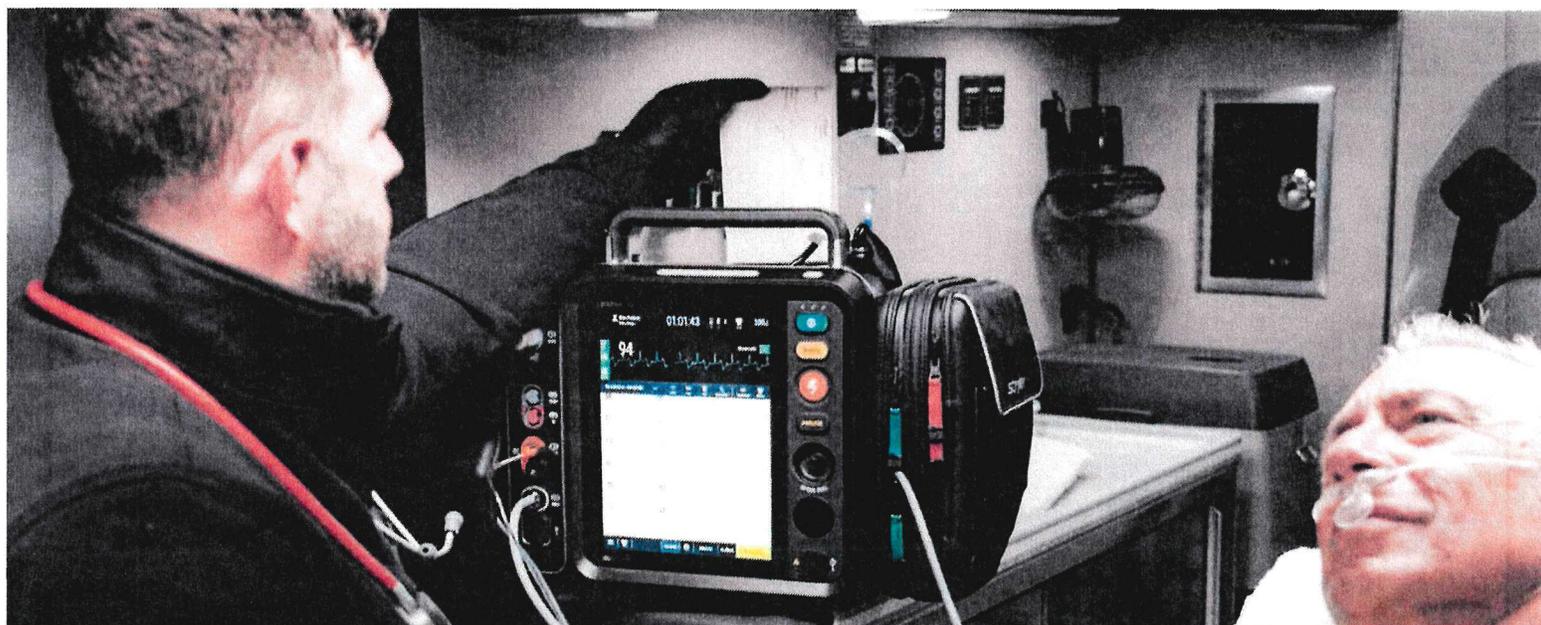


LIFEPAK TOUGH™

Rigorously tested and with an IP55 rating, LIFEPAK 35 is ready for wherever your next call takes you.^{1,2}

A legacy of **trust**

For six decades, we've partnered with our customers to design solutions and develop technology that helps save lives. Our devices have been carried to the top of Mount Everest and in orbit on the International Space Station. You'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.¹⁰ When you partner with us you'll also get industry-leading service and support. Our uncompromising commitment to quality produces devices you can count on in critical situations – so you can focus on what you do best: saving lives in the community, the field and the hospital.



For more information about the LIFEPAK 35 monitor/defibrillator, contact your local Stryker sales representative or visit stryker.com/emergencycare.

References:

1. Data on file, Stryker OI 3337705. 2. Data on file, Stryker SHVR 3338410. 3. Data on file, Stryker HFVR 3338373. 4. Data on file, Stryker 3352191 Rev A. 5. de Graaf, C., Beesems, S. G., Oud, S., Stickney, R. E., Piraino, D. W., Chapman, F. W., & Koster, R. W. (2021). Analyzing the heart rhythm during chest compressions: Performance and clinical value of a new AED algorithm. *Resuscitation*, 162, 320-328. 6. Data on file, Stryker UND-3331509 section 6.5. 7. Data on file, Stryker Technical Manual 3337706. 8. Data on file, Stryker LCCR 3349947 and 3347969. 9. Internal data on file. LSWISIFU. 332690. 10. Based on internal sales data

This document is intended solely for the use of healthcare professionals. A healthcare professional must always rely on his or her own professional clinical judgment when deciding whether to use a particular product when treating a particular patient. Stryker does not dispense medical advice and recommends that healthcare professionals be trained in the use of any particular product before using it.

The information presented is intended to demonstrate Stryker's product offerings. A healthcare professional must always refer to operating instructions for complete directions for use indications, contraindications, warnings, cautions, and potential adverse events, before using any of Stryker's products. 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. Specifications subject to change without notice.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CODE-STAT, cprINSIGHT, LIFENET, LIFEPAK, LIFEPAK TOUGH, STJ Insight, SunVue and Stryker. 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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Manufactured by:

Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA, 98052 U.S.A.
Toll free 800 442 1142
stryker.com/emergencycare

Distributed by:

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



LIFEPAK® 35

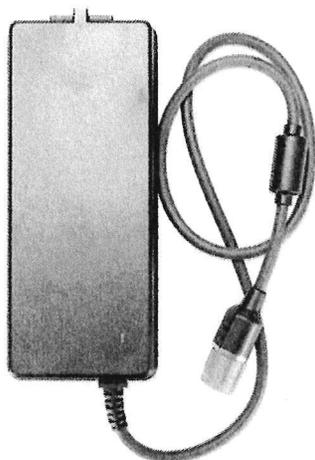
monitor/defibrillator



Accessories guide

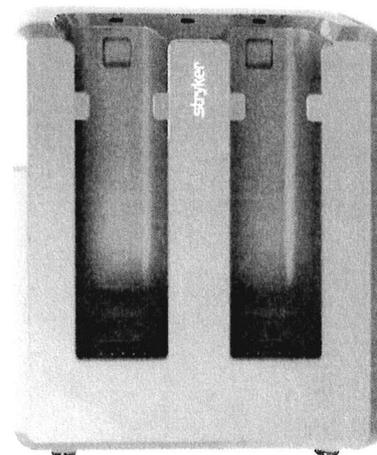
LIFEPAK 35 monitor/defibrillator

Power options



LIFEPAK AC power adapter Kit
Power Adapter and Power Supply
Bracket (AC power cord not included)
41335-000001

**AC Power Cord (North America,
hospital grade)**
11140-000131



LIFEPAK FLEX' Battery Charger
(AC power cord not included)
11140-000102



LIFEPAK FLEX Lithium-Ion Battery
11335-000001

LIFEPAK 35 monitor/defibrillator

ECG monitoring accessories



LIFEPAK 4-Wire ECG Cable,
1.52 m (5 ft), AHA
11111-000036

LIFEPAK 4-Wire ECG Cable,
2.44 m (8 ft), AHA
11111-000035

LIFEPAK 5-Wire ECG Cable,
2.44 m (8 ft), AHA
11111-000029

LIFEPAK 3-Wire ECG Cable,
2.44 m (8 ft), AHA
11111-000031



LIFEPAK 6-wire expandable
precordial ECG cable, AHA
11111-000037



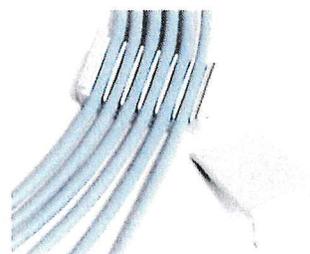
LIFEPAK 3-wire extended
precordial ECG cable
11111-000041



ECG electrodes, high adhesion
31115796 (200 3/packs, 600 total)
31115788 (120 5/packs, 600 total)



Box of strip chart recorder paper
100mm x 22m
11240-00003 2 (2 rolls per box)



4-Wire Cable Comb
21300-008210 (10/pack)

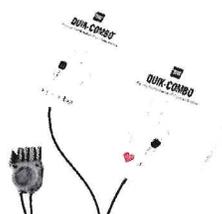
6-Wire Cable Comb
21300-008211 (10/pack)

LIFEPAK 35 monitor/defibrillator

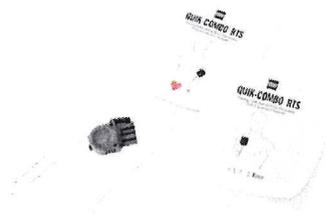
Therapy delivery accessories

EDGE System™ electrodes for pacing/defibrillation/ECG with QUIK-COMBO® connector

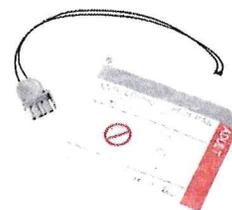
18-month minimum shelf life remaining at time of shipment from Stryker except where noted.



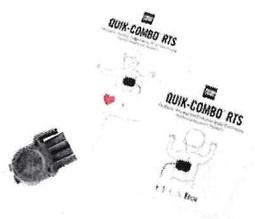
EDGE System electrodes with QUIK-COMBO connector
24-inch leadwire length
11996-000091



EDGE System RTS (radiotransparent) electrodes with QUIK-COMBO connector
24-inch leadwire length
11996-000090



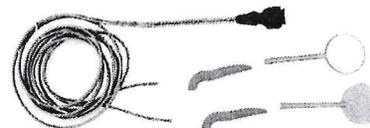
EDGE System electrodes with QUIK-COMBO connector and REDI-PAK® preconnect system
42-inch leadwire length
11996-000017



Pediatric EDGE System RTS electrodes with QUIK-COMBO connector
For use only with manual monitor/defibrillators; 12-month minimum shelf life at time of shipment 24-inch leadwire length.
11996-000093



LIFEPAK Therapy Cable
11113-000008



Sterilizable internal defibrillation paddles (U.S. only)
For use with LIFEPAK 15 and 35 monitor/defibrillator.

- 1 inch size
11131-000044 (1 pair)
- 1.6 inch size
11131-000047 (1 pair)
- 2.3 inch size
11131-000045 (1 pair)
- 3 inch size
11131-000046 (1 pair)

LIFEPAK 35 monitor/defibrillator**NIBP monitoring accessories****NIBP hoses****NIBP tubing, straight**

21300-008159 (6 ft)
21300-008147 (9 ft)
21300-008146 (12 ft)

**NIBP tubing, coiled**

21300-008148 (2-9 ft)

NIBP cuffs**Reusable cuff**

X-large adult
35 - 44 cm
11160-000019

Adult
26 - 35 cm
11160-000015

Adult small
18-26 cm
11160-000021

Pediatric
13 - 20 cm
11160-000013

Infant
8 - 14 cm
11160-000011

Single patient use cuff

X-large adult
35 - 44 cm
11160-000020

Adult
26 - 35 cm
11160-000016

Small, adult
18-26 cm
11160-000022

Pediatric
13 - 20 cm
11160-000014

Infant
8 - 14 cm
11160-000012

Pulse oximetry monitoring accessories

Masimo RD SET patient cables



RD EMS patient cable

11997-000298 (4 ft)

RD patient cable

For use with RD SpO₂ and RD Rainbow patient sensors

11996-000458 (5ft)

11996-000457 (12ft)

Masimo RD SET patient cable compatible SpO₂ sensors



M-LNCS reusable sensor

11996-000456 (Ad)
11996-000455 (Ped)



RD SET adhesive sensors (20/box)

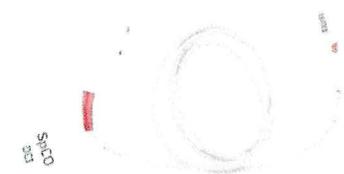
11171-000060 (Ad)
11171-000061 (Ped)



RD SET adhesive sensors (20/box)

11171-000063 (Neo/Ad)
11171-000062 (Inf)

Masimo RD SET patient cable compatible Rainbow[®] SpO₂, SpCO, SpMet sensors



Rainbow reusable sensor

11996-000519 (Ad)
11996-000520 (Ped)



RD Rainbow SpCO



Rainbow adhesive sensors (10/box)

11996-000517 (Inf)
11996-000518 (Neo/Ad)



RD Rainbow SpO₂



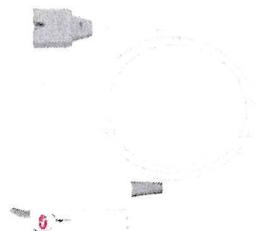
Rainbow adhesive sensors (10/box)

11996-000515 (Ad)
11996-000516 (Ped)

LIFEPAK 35 monitor/defibrillator

Pulse oximetry monitoring accessories

Masimo SET LNC patient cable compatible SpO₂ sensors



LNCS® reusable sensor
11171-000017 (Ad)
11171-000018 (Ped)



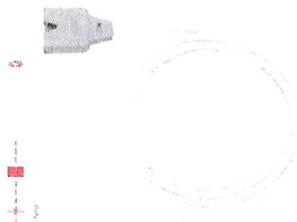
LNCS reusable Soft sensor
11171-000052 (Ad)



LNCS Right Angle Patient Cable
11996-000434

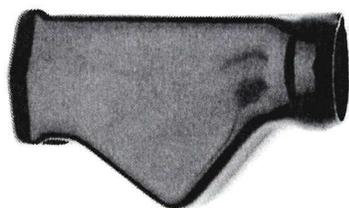


LNCS adhesive sensors (20/box)
11171-000019 (Ad)
11171-000020 (Ped)



LNCS adhesive sensors (20/box)
11171-000029 (Neo/Pt)
11171-000028 (Neo/Ad)
11171-000031 (Inf)

Additional Masimo accessories



Reusable ambient light shield
11171-000054 (5/bag)



Disposable ambient light shield
11171-000055 (10/bag)

LIFEPAK 35 monitor/defibrillator

Temperature monitoring

Temperature cables


Temperature adapter cable

11230-000022 (6ft)
11230-000023 (10ft)

Skin Temperature Sensor

81-010400EU

Foley Catheter with Temperature Sensor, 14FR, 50/case

81-080414EU

Foley Catheter with Temperature Sensor, 16FR, 50/case

81-080416EU

Temperature Probe, 12FR, 50/case

81-02S412EU

Invasive Pressure monitoring

Invasive Pressure cables


LIFEPAK Invasive Pressure Adapter Cable, 2.44 m (8 ft)

Edwards Lifesciences TruWave Disposable Pressure Transducer
11230-000024

LIFEPAK Invasive Pressure Adapter Cable, 2.44 m (8 ft)

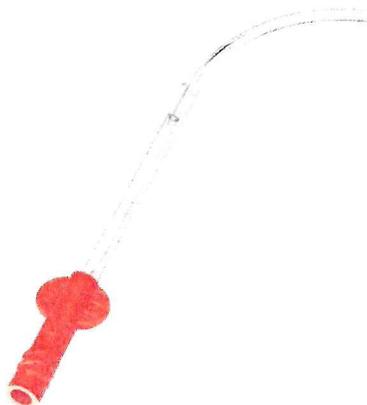
ICU Medical Transpac IV Disposable Pressure Transducer
11230-000021

LIFEPAK 35 monitor/defibrillator

End-Tidal CO₂ (EtCO₂) monitoring accessories

Microstream™ Advance short-term filter lines

Single patient use



Orange connectors designate short-term use. For use with Microstream capnography monitors and multiparameter monitors equipped with Microstream technology.

Non-intubated filter lines:

Adult with O₂
MVAO (25/pack, 200 cm)
MVAO100U (100/pack, 200 cm)
MVAOL (25/pack, 400 cm)

Adult without O₂
MVA (25/pk, 200 cm)
MVA100U (100/pack, 200 cm)

Pediatric with O₂
MVPO (25/pack, 200 cm)

Pediatric without O₂
MVP (25/pack, 200 cm)

Intubated filter lines:

Adult/Pediatric
MVAI (25/pack, 200 cm)
MVAII (25/pack, 400 cm)
MVAI100U (100/pack, 200 cm)

Microstream™ Advance long-term filter lines

Single patient use



Yellow connectors designate long-term use. For use with Microstream capnography monitors and multiparameter monitors equipped with Microstream technology.

Intubated filter lines:

Adult/Pediatric
MVAIH (25/pack, 200 cm)

Infant/Neonatal
MVIIH (25/pack, 200cm)

LIFEPAK 35 monitor/defibrillator

Cases and mounting options



Storage Bag Kit

Includes Right, Left and Rear bags for use with LIFEPAK 35 monitor/defibrillator

11335-000008 (Kit)

11260-000070 (Left Bag)

11260-000071 (Rear Bag)

11260-000072 (Right Bag)

Shoulder strap

For use with LIFEPAK 35 monitor/defibrillator

11260-000073



Docking station

For use with LIFEPAK 35 monitor/defibrillator

11330-000026



Crash cart stand

For use with LIFEPAK 35 monitor/defibrillator

11220-000097

Communication accessories



LIFEPAK Cellular Modem, North America

11150-000020

LIFEPAK Access Port Cable

11330-000007 2.44 m (96 in)

LIFEPAK Access Port Cable Without Adapter

11330-000017 0.29 m (11.5 in), (for use with Storage Bag)

Printer accessories



LIFEPAK Printer Kit

Includes 100MM Printer, printer cable, 100MM ECG paper (2 rolls), rear bag mounting plate and (Rear bag is required for printer)

11335-000005

LIFEPAK Printer Cable

11330-000014

LIFEPAK 35 monitor/defibrillator

Testers and training materials



**3-Lead Patient Simulator
(QUIK-COMBO)**
11996-000310

**12-Lead Patient Simulator
(QUIK-COMBO)**
11996-000311

**15-Lead Patient Simulator
(QUIK-COMBO)**
11996-000536



Test load
21330-001365 (English only)

Training tools

stryker

Operating instructions

LIFEPAK 35 user for life pack



**Operating instructions:
LIFEPAK 35 monitor/defibrillator**
Also available as free online download
at <https://labeling.stryker.com/>

For further information, please contact Stryker at 800 442 1142 (U.S.) or visit our website at stryker.com

Emergency Care

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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.

04/2025

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Distributed by:

Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA, 98052 U.S.A.
Toll free 800 442 1142
stryker.com

7. Preventive Maintenance

Periodic maintenance, inspection, and testing of the device helps prevent and detect possible electrical and mechanical problems. The following procedures describe actions which are used to test and maintain the device.

Device Self Tests

The LIFEPAK 35 monitor/defibrillator automatically performs self-tests to ensure that internal electrical components and circuitry work properly, including the following tests:

- Power-on self-test: Brief test that runs each time the device is turned on.
- Auto test: Test that runs daily, if powered and in standby mode (time of day is configurable; 3:00am by default).

A record of self-tests is posted to the test log within the prognostic log. If problems are detected during self-tests, service codes are generated, and the service indicator and/or the readiness indicator may illuminate. Refer to the Troubleshooting section above for guidance on interpreting and correcting issues. Test results, and the resulting readiness status, are transmitted to LIFENET when a Wi-Fi or cellular connection exists. Test logs may also be printed if a printer is connected. See the *LIFEPAK 35 monitor/defibrillator Operating Instructions* for more detail.

Device User Tests

User-initiated tests should be run to ensure that internal electrical components and circuitry work properly and that the device is ready for operation. User tests include the following:

- The **shift check** provides a means for testing, with user interaction, and providing pass/fail results. Functions tested include keypad buttons and controls, display and touch screen, printer (if equipped), power supply, and readiness of electrodes and accessories. Should be performed once per shift.
- The **monthly check** is similar to a shift check with additional functionality tested, including delivery of therapy. Should be performed monthly.
- Auto test may also be initiated by the user.

User tests may be run in test mode and may be accessed via the Options menu on the device screen. Refer to the *LIFEPAK 35 monitor/defibrillator Operating Instructions* for more detail.

A record of user tests will be posted to the test log within the prognostic log. If problems are detected during user tests, service codes are generated, and the service indicator and/or the readiness indicator may illuminate. Refer to the troubleshooting section above for guidance on interpreting and correcting issues. Test results, and the resulting readiness status, are transmitted to LIFENET when a Wi-Fi connection exists. Test logs may also be printed if a printer is connected. Refer to the *LIFEPAK 35 monitor/defibrillator Operating Instructions* for more detail.

Preventive Maintenance and Testing Schedule

Preventive maintenance activities should be performed according to the schedule in the table below. For more information on user maintenance, refer also to the *LIFEPAK 35 monitor/defibrillator Operating Instructions*.

| | | | | |
|--|---|---|---|----------------|
| Shift check | • | | | |
| External physical inspection | • | • | | • |
| Monthly test | | | • | |
| External cleaning | | | • | • |
| Performance inspection procedure (PIP) | | | • | • |
| Test and calibration procedures (TCP) | | | • | • ¹ |

1 – CO₂ calibration should be performed annually, followed by testing via PIP. This may be incorporated into annual preventive maintenance.

Scheduled Replacement Items

The following items have a finite life span and should be replaced as necessary. For service life, refer to the table below. Some items have an expiration date, and should be used before their expiration date, indicated by the symbol . For more information, refer to the device operating instructions or the accessory instructions for use. For information on ordering replacement parts, refer to chapter 9, or contact Stryker.

| | |
|-----------------------|---------|
| ECG cable | 2 years |
| Therapy cable | 3 years |
| Battery | 2 years |
| Printer (if equipped) | 4 years |
| Coin cell battery | 5 years |

Setting/Resetting the Maintenance Prompt Interval

The MAINTENANCE DUE message can be set up to appear at selected intervals—3, 6, or 12 months—using setup options in LIFENET. When this time interval is reached, the message appears continuously for 10 minutes each time the device is turned on.

After completing a scheduled maintenance, reset the maintenance prompt interval timer, via PSST, to clear the MAINTENANCE DUE message and begin the count for the next scheduled maintenance.

Device Service Life

The LIFEPAK 35 monitor/defibrillator has an 8-year expected service life under normal use conditions and with appropriate periodic maintenance.

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: | |
| Stryker Sales LLC Company Name | Date: 09/22/25 |
| 11811 Willow Rd NE Street Address of Company | Christine.rogers@stryker.com Email Address |
| Redmond, WA, 98052 City, State, Zip | Christine Rogers Contact Name (Print) |
| 630-207-7302 Business Phone | 24-Hour Telephone <i>Kathryn Janecke</i> |
| Fax | Signature of Officer, Partner or Sole Proprietor |
| ATTEST: If a Corporation | Kathryn Janecke, Sr. Director, Commercial Operations Print Name & Title |
| Signature of Corporation Secretary | |

VILLAGE OF DOWNERS GROVE:

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

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to RFP-09112025-0-2025/MT, Proposer Stryker 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: Kathryn Janecke
Proposer's Authorized Agent Signature

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 2 | - | 2 | 1 | 8 | 3 | 5 | 9 | 0 |
|---|---|---|---|---|---|---|---|---|---|

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Alexandra Krause
Notary Public
State of Washington
Commission Number: 23034487
My Commission Expires
December 29, 2027

Subscribed and sworn to before me
this 29th day of September, 2025.

Alexandra Krause
Notary Public

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: Kevin Lobo

Secretary: Tina French

Treasurer: Lindsay Gardner

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 ByLaws 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:

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

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 10 days of the award of the contract? YES NO (circle one)

Insurer's Name Aon Risk Services Central

Agent Old Republic Insurance Company

Street Address _____

PO Box 1447

City, State, Zip Code Lincolnshire IL 60069 USA

Telephone Number (866) 283-7122

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 LLC

Print Name and Title of Authorizing Signature: Kathryn Janecke Senior Director of Finance

Signature: *Kathryn Janecke*

Date: 09/22/25

Village of Downers Grove

| |
|--|
| Suspension or Debarment Certificate |
|--|

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 \$25,000.00. Contractors receiving individual awards for \$25,000.00 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 LLC

Address: 11811 Willow Rd NE

City: Redmond Zip Code: 98052

Telephone: () _____ Fax Number: () _____

E-mail Address: Christine.rogers@stryker.com

Authorized Company Signature: *Kathryn Janecke*

Print Signature Name: Kathryn Janecke Title of Official: Senior Director of Finance

Date: 09/29/25

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.

Kathryn Janecke
Signature

Kathryn Janecke
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: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

VILLAGE OF DOWNERS GROVE

ADDENDUM NO. 1

FOR

Purchase of Four (4) Cardiac Monitors

RFP-09112025-0-2025/MT

September 25, 2025

1. **QUESTION:**

After reviewing the document, there are some terms in Section II Terms and Conditions that Proposer cannot agree to. Could we include redlines and/or exceptions in our RFP submission?

ANSWER:

The Village reserves the right to treat as non-responses any proposals that note redlines and/or exceptions to the Terms and Conditions of the RFP.

The Acknowledgement of Receipt of Addendum for this addendum MUST be included in with all RFP responses. RFP responses not including signed Acknowledgement Sheets may be REJECTED.

End of Addendum No. 1

This Notarial Act involved two-way audio/video communication technology on 09/29/2025 10:14am PDT.

September 25, 2025

**VILLAGE OF DOWNERS GROVE
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

PROPOSAL/BID: Purchase of Four (4) Cardiac Monitors

PROPOSAL/BID NUMBER: RFP-09112025-0-2025/MT

PROPOSAL/BID OPENING: October 2, 2025 10:00AM

ADDENDUM NO.: 1

PROPOSER/BIDDER: Stryker Sales, LLC

ADDRESS: 11811 Willows Rd NE, Redmond, WA 98052

RECEIVED BY: Kathryn Janecke
(NAME)

Kathryn Janecke
(SIGNATURE)

DATE: 9/29/25