

# **Purchasing Justification for Lucas Chest Compression System**

## **Introduction**

This document is being written to justify the purchase of five Lucas Chest Compression Systems, service plans and associated equipment using 2021 AFG funds.

## **Background**

The City of Sheboygan Fire Department was awarded an AFG Grant with which to purchase five automatic CPR compression devices, service contracts, and associated equipment. The total adjusted award under the grant was \$87,045.45, with a \$8,704.55 match paid by the City of Sheboygan. A request for sealed bids was published per grant requirements. Two bids were received, one from Stryker for their Lucas Chest Compression System, and one from Ferno for the Lifeline ARM. The total cost for the Lucas Chest Compression System was \$100,878.60, while the Ferno Lifeline ARM bid was \$85,168.60. Despite the fact that the Lucas Chest Compression System is not the low-cost bid, it is being selected for purchase under the grant.

## **Justification**

As part of our decision process, our Medical Director Dr. Scott Kunkel was asked to compare the equipment in each of the quotes received in the bid process. His response letter is attached, but I will also include his reasons here for being in favor of purchasing the Lucas Chest Compression System. Dr Kunkel's letter reads:

*"The Sheboygan Fire Department (SFD) has received a grant to obtain mechanical CPR compression devices to be utilized in out-of-hospital cardiac arrest situations. After researching and comparing the options on which device to specifically purchase and utilize, the decision was made to pursue the Lucas device for the following reasons:*

### ***Device Specific:***

- Lucas is more portable than other devices and easier to assemble than some of the other devices*
- Easier to place on a patient in a code situation without having to interrupt compressions*
- It creates an active "decompression suction" on upstroke during compressions allowing for better preload to the heart and improving oxygen delivery*
- Can used in larger patients and is not limited by weight/size as are other devices, which is important for our patient population*

### ***System Specific:***

- The two local receiving hospitals use the Lucas device in their emergency departments, thus increased familiarity with the device by both prehospital and ED staff members as well as easier transition of care with fewer interruptions in chest compressions*

*-Lucas is the preferred device when taking a patient directly to percutaneous intervention in the cath lab at a few of the regional STEMI receiving facilities as it has a less radiolucent backboard that makes PCI easier compared to Zoll AutoPulse which has a radio-opaque backboard making PCI during CPR more difficult*

*-Lucas software integrates well with current SFD cardiac monitors which will be beneficial in obtaining and trending data for quality assurance purposes.*

*Please feel free to contact me for any other questions or concerns.*

*Scott Kunkel, DO, NRP, FAAEM, FACEP, FAEMS  
EMS Medical Director, Sheboygan Fire Department  
Aurora Medical Center Sheboygan County  
3400 Union Ave. Sheboygan, WI 53081  
Mobile: 717-887-8496  
Email: [scott.kunkel@aah.org](mailto:scott.kunkel@aah.org)*

In addition to his reason, it should also be pointed out that the service plan for the LUCAS device is more beneficial to the Sheboygan Fire Department than that of the Ferno's. For Stryker, a service technician performs that service at the Sheboygan Fire Department. This allows the equipment to be rotated through on site, and minimizes the amount of time that the equipment is out of service. Ferno requires that the equipment be ground-shipped to a factory repair facility to be serviced. Time that the equipment spends in transit would be time that an ambulance would be in service without an automatic CPR device in Sheboygan. Essentially, a sixth compression device would have to be purchased to keep one in service on each ambulance at all times.

## **Conclusion**

The benefits to the Sheboygan Fire Department of selecting the Lucas Chest Compression System over the Ferno Lifeline ARM are documented clearly. We believe that these benefits to operational efficiency and possibly improved patient outcome outweigh the nearly \$16,000 cost difference. For this reason, the Lucas Chest Compression System, service contract and associated equipment has been selected for purchase with funds awarded under the 2021 Assistance to Firefighters Grant.

Jeff Salzman  
Assistant Chief  
City of Sheboygan Fire Department  
November 16, 2022

**AGREEMENT**  
**BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND**  
**STRYKER SALES, LLC**

**FOR THE PURCHASE AND SERVICE OF CHEST COMPRESSION SYSTEMS.**

This Agreement ("Agreement") is made and entered effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("the Effective Date"), by and between the City of Sheboygan, Wisconsin, (the "City"), a municipal corporation with offices located at 828 Center Avenue, Sheboygan, Wisconsin, and Stryker Sales, LLC, a Michigan Limited Liability Corporation, with offices located at 11811 WILLOWS RD. NE, REDMOND WA 98052 ("Contractor").

**WITNESSETH:**

**WHEREAS**, the City was awarded a Federal Emergency Management Agency ("FEMA") Assistance to Firefighters ("AFG") Grant to fund the purchase of five automatic chest compression devices; and,

**WHEREAS**, per Grant requirements, a request for sealed bids was issued and two bids were received; and,

**WHEREAS**, Stryker Sales, LLC is being awarded the contract after approval was granted by FEMA to award the bid for reasons beyond lowest price; and,

**WHEREAS**, Wisconsin law and the Sheboygan Municipal Code allow the City to award contracts for products and professional services to an entity for reasons beyond lowest price when doing so is most advantageous to the City based on quality, price, and delivery, and when Common Council authorizes such as award.

**NOW THEREFORE**, the parties hereto agree as follows:

**Article 1. Scope of Services.**

Contractor shall provide the City with five LUCAS 3.1 Automatic Chest Compression Systems ("Product") as set forth in the attached bid submission marked as Exhibit 1 and incorporated as if fully set forth herein, assistance with set-up and equipment commissioning, and five annual inspection visits following commissioning ("Service").

1.1. **Shipping and Delivery.** Delivery shall be F.O.B. origin, prepaid, and added to the invoice. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. Delivery dates are approximate. Contractor shall not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Contractor and City's Agreement and deliver dates shall be extended for the length of such delay.

1.2. **Inspections.** Within thirty days of receipt of a shipment, City will notify Contractor of any claim for Product damage or nonconformity. Contractor, at its sole option and discretion, may repair or replace a Product to bring it into conformity.

- 1.3. **Returned Product.** Contractor will accept the return of any Product under the following circumstances:

- The Product is shipped in error;
- The product is shipped after the Product's expiration date;
- The Product is received by City in a damaged, defective, or nonconforming condition;
- Contractor specifically authorizes the return of the Product; or
- The Product is recalled and must be removed from the market.

Contractor will accept the return of any Product for a full credit if City returns the Product to Contractor (a) within thirty business days from the date City received the Product; (b) within thirty business days from the date the City receives notice of a recall, if applicable. City acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

City acknowledges that if it desires to return a Product, it must contact Contractor as set forth in this Agreement; must clearly identify a Returned Material Authorization number on the carton of such returned Product; and must return the Product in its original packaging, unopened and undamaged except for Products being returned due to a damaged, defective, or nonconforming condition. City understands that it may not return a non-defective and conforming Product if the security seal on said Product is broken.

- 1.4. **Authorized Distributor.** City may make purchases under this Agreement through an authorized distributor. Should City elect to do so, it shall identify the distributor in writing to Contractor. Contractor shall extend the terms of this Agreement to the Distributor if it agrees in writing to (a) identify on a purchase order or other written document its purchases for City, (b) to ship such Product(s) only to City, and (c) to otherwise accept the terms of this Agreement.
- 1.5. **No Resale.** City agrees that it will not resell Products purchased pursuant to this Agreement to third parties or to reship to any persons or places prohibited by the laws of the United States of America.
- 1.6. **Loaners.** If City's Product(s) must be removed from service to complete repairs, Contractor will provide City with a loaner device, if one is available, until the Product(s) is returned. City assumes complete responsibility for the loaner and shall return same at City expense to Contractor in the same condition as received, upon the earlier of the return of the removed Product or Contractor's request.
- 1.7. **Product Training and Support.** Contractor shall make appropriate training and education available to City staff regarding the safe and effective use of Contractor's Products as mutually agreed upon by the parties.



- 1.8. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**Article 2. Term and Termination.**

This Agreement begins on the Effective Date and will expire no later than 12/31/2028 unless renewed for up to three month-to-month renewal periods. This Agreement will then terminate in its entirety except any provision required by law to extend beyond the termination date. The City may terminate this Agreement, in writing, in accordance with Article 6, Appropriation of Funds.

Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:

- A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within thirty calendar days of written notice of the breach;
- The insolvency or bankruptcy of the other party;
- Thirty days' prior written notice to the other party.

In the event of such early termination of Services, City shall be responsible for the portion of the designated price that corresponds to the portion of the Term prior to the effective date of termination, and the cost of any Services rendered during the Term.

**Article 3. Standard of Care & Warranties.**

Contractor shall conduct Service in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The products delivered as a result of this Agreement shall be warranted as set forth in Exhibit 2, which is incorporated as if fully set forth herein.

**Article 4. City's Representative.**

The City designates Jeff Salzman, Assistant Fire Chief, as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project. If the City's Representative observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

**Article 5. Compensation.**

The City shall pay Contractor for the Products and Service an amount not to exceed \$100,878.60.

Contractor shall submit an invoice to the City to:

City of Sheboygan  
Attn: Bernard Rammer  
828 Center Ave.  
Sheboygan, WI 53081

Payment will be remitted to Contractor within thirty (30) days of invoice receipt. Additional services not set forth in Exhibit 1, or changes in the Services must be approved by the City, in writing, prior to such work being performed, or expenses incurred. The City shall not make payment for unauthorized work or expenses. The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

#### **Article 6. Appropriation of Funds.**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

#### **Article 7. Indemnification.**

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor. As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all third party liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments which City may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by Contractor, its employees and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from: (a) the negligence of any person other than an employee or agent of Contractor; (b) the failure of any person other than an employee or agent of Contractor to follow any labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from Contractor, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Contractor. Further, Contractor will indemnify against any claim that Contractor's Product(s) and/or Services directly infringe a United States Patent.

#### **Article 8. Insurance.**

Contractor shall not commence Services under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence Services on its subcontract until the subcontractor has obtained all insurance required under this Article, which shall be as follows:

- a. **Workers' Compensation Insurance** – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. **Commercial General Liability Insurance** – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

The proof of insurance referenced above shall be issued by an authorized agent of the insurer(s) and shall state that the Contractor will endeavor to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

During the performance of any and all Services under this Agreement, Contractor shall maintain the above insurance in full force and effect, and shall provide proof of insurance to the City's Representative including the City of Sheboygan as an additional insured with respect to City's vicarious liability which occurs as a result of Contractor's performance under this Agreement.

Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to maintain a program of self-insurance to comply with the insurance requirements within this Agreement.

#### **Article 9. Intellectual Property.**

City acknowledges that it does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Product(s) and Services. City expressly agrees not to reverse engineer or decompile Products or related software and information.

#### **Article 10. Notice.**

Any notice required by this Agreement shall be made to the other party as follows but either party may change its address by written notice to the other:

**City:**

City of Sheboygan  
Attn.: City Clerk

**Contractor:**

USContracts@stryker.com

828 Center Ave.  
Sheboygan, WI 53083

Notice shall be given by either party to the other in writing and may be effected by personal delivery, delivery by an overnight courier with tracking capability, or by United States certified mail, return receipt requested, postage prepaid.

**Article 11. Governing Law, Venue, and Dispute Resolution.**

The parties agree to comply with their respective obligations under federal, state, or other applicable laws. This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin. Each party shall be responsible for its own expenses incurred during dispute resolution.

**Article 12. Standard Terms and Conditions.**

- 12.1. **Open Records.** Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement. The parties further understand that state and federal laws may apply, which may require the parties to maintain the security and confidentiality of certain information including, but not limited to, personally identifiable health information.
- 12.2. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
- 12.3. **Non-Collusion.** Contractor certifies under penalty of perjury that to the best of its knowledge and belief:
  - a. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
  - b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
  - c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

- 12.4. **Party Relationship.** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.
- 12.5. **Assignment.** This Agreement and the rights, duties, and responsibilities of the parties shall not be assigned to a third party without the prior express, written consent of the other, except that Contractor may assign this Agreement without such consent, to any person, firm, or corporation succeeding to its business and also to any parent, subsidiary, or affiliated company of Contractor.
- 12.6. **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 12.7. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, supply chain shortages resulting from worldwide epidemics, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.
- 12.8. **Non-Waiver.** The failure by one party to act or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.
- 12.9. **Authority.** The parties represent that they have the authority to enter into this Agreement. The parties further represent that the terms of this Agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.
- 12.10. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- 12.11. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.

- 12.12. **Intent to be Bound.** The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 13. Entire Agreement.**

This Agreement may be modified only by a written amendment signed by both parties hereto. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. All Other Submittals by Contractor
4. City's Request for Sealed Bids #2021-22
5. Contractor's Bid Submittal
6. Federal Terms and Conditions Addendum

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract. In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**STRYKER SALES, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Ryan Sorenson, Mayor

ATTEST: \_\_\_\_\_

Meredith DeBruin, City Clerk

ATTEST: Jennifer N. Collins

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF SHEBOYGAN  
REQUEST FOR BIDS # 2021-22  
Purchase of Automated Chest Compression Equipment**

**Bids Due: 1:00 PM, Wednesday October 19, 2022**

To: CITY OF SHEBOYGAN  
FINANCE DEPARTMENT  
Attn: Bernard Rammer  
828 Center Avenue, Suite 106  
Sheboygan, WI 53081

Company Stryker Sales, LLC, through its Medical Division

Address 3800 E Centre Ave Portage, MI County Kalamazoo Zip 49002

hereby agrees to provide all necessary , equipment, labor and materials and shipping expense as specified within the bid documents for the delivery, assistance with setup and commissioning of Five identical sets of automated compression equipment to the Sheboygan Fire Department along with (5) Annual preventative Maintenance inspection and repair visits for all five sets of equipment in accordance with the bid specifications.

**Manufacturer Name of Products proposed:** STRYKER

**Manufacturer Model Name of Products proposed:** LUCAS 3.1

- Lump Sum Cost for (5) Automatic Chest Compression Units including Hard shell Case, Rechargeable Battery, Back Plates, Straps, Suction Cups and one set of instructions for each.

Written \$ 71,977.05  
Seventy one thousand nine hundred seventy seven and five cents.

\*\*\*\*\*

- Lump sum cost for (5) desk top battery chargers for above unit:

Written \$ 4,953.75  
Four thousand nine hundred fifty three dollars and seventy five cents

.....



- Lump sum cost for (5) external Power supply(s) for the above units:  
\$ 1567.50

Written One thousand five hundred sixty seven and fifty cents

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- Lump Sum Cost for (5) additional Rechargeable Batteries for the above units:  
\$ 3030.00

Written Three thousand thirty dollars and zero cents

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- Lump Sum Cost for (5) packages of Grip tape for the slim back plates(if used):  
If not required write "N/A" below  
\$ 120.00

Written One hundred twenty dollars and zero cents

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- Lump Sum Cost for a minimum of 12 single use suction cups for each of the (5) units above If Not Required write "N/A" Below  
\$ 2107.50

Written Two thousand one hundred seven dollars and fifty cents

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- Lump sum cost for (5) sets of **other equipment** not included above that is necessary for the operation of the equipment in accordance with manufacturers recommendations: If not required, write "N/A" Below  
\$ N/A

Written \_\_\_\_\_

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- Lump Sum Cost for (5) future annual visits to inspect, repair and calibrate all (5) of the units purchased to include travel, labor, parts, and supplies with the cost to be paid in advance at the time of purchase:  
\$ 17,122.80

Written Seventeen thousand one hundred twenty two dollars and eighty cents.

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# Limited warranty

## US/Latin America/South America

EXHIBIT 2

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

### Eight years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillators
- LIFEPAK CR® Plus automated external defibrillator and internal battery system

### Five years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20/20e defibrillator/monitor
- LIFEPAK 1000 defibrillators
- LIFEPAK EXPRESS® automated external defibrillator and internal battery system

### Two years

- CodeManagement Module®
- LIFEPAK 1000 trainer

### One year

- LIFEPAK 15 monitor/defibrillator
- LUCAS® Chest Compression System
- LIFEPAK 500T trainer
- LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20/20e
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® reusable sensors
- TrueCPR™ Coaching Device

### 180 days

- Masimo® cables and Masimo SET SpO2 sensors

### 90 days

- CHARGE-PAK Charging Unit
- LIFEPAK 15 monitor/defibrillator ACLS Training Device
- LIFEPAK 20/20e defibrillator/monitor ACLS Training Device
- Installed repair parts
- All other product accessories

### 30 days

- Internal paddles and internal paddle handles

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

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

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

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

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

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

**For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at [strykeremergencycare.com](http://strykeremergencycare.com)**

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

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

GDR 3315920\_G

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**Stryker**

11811 Willows Road NE Redmond, WA 98052

Toll free 800 442 1142

[strykeremergencycare.com](http://strykeremergencycare.com)

Stryker Canada

2 Medicorum Place Waterdown, Ontario L8B 1W2

Canada

Toll free 800 668 8323

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**Stryker Medical, a Division of Stryker Sales Corporation**  
**Product Warranty**

The Products are warranted free from manufacturing and material defects for a period of one year, unless otherwise stated per product, after delivery of same. Any Products that become defective during this period shall be repaired or replaced, such determination being at Customer'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, modified, refurbished or repaired without the prior consent of Stryker, (ii) that have been subjected to unusual stress or have not been properly maintained or (iii) on which any original serial numbers or other identification marks have been removed or destroyed. 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.**

**Power-LOAD Warranty 6390**

- One year parts, labor & travel
- Lifetime on all welds

**Performance-LOAD Warranty 6392**

- One year parts, labor & travel
- Lifetime on all welds

**Power-PRO Warranty 6506 & 6516**

- Two year parts, labor & travel
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- One year SMRT Battery
- Two Year SMRT Battery Charger
- Lifetime on all welds

**Performance-PRO Warranty 6086**

- One year parts, labor & travel
- One-year soft goods
- Three-year X-frame components
- Lifetime on all welds

**Stair-PRO Warranty 6252**

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

**MX-PRO Warranty 6082**

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

**MX-PRO Bariatric Warranty 6083**

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

**Evacuation Chair Warranty 6254**

- 15 year warranty

**Antler Fastener/Floor or Wall Mount Warranty 6370/6373**

- One year parts, labor & travel

# **REQUEST FOR SEALED**

**BIDS# 2021-22**

## **CITY OF SHEBOYGAN**

**PURCHASE OF AUTOMATED**

**CHEST COMPRESSION**

**EQUIPMENT**

This purchase is being funded with an  
Assistance to Firefighters Grant from the  
Federal Emergency Management  
Administration (FEMA) a Division of the  
Department of Homeland Security (DHS)

**CITY OF SHEBOYGAN  
REQUEST FOR SEALED BIDS # 2021-22  
Purchase of Automated Chest Compression Equipment**

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time on Wednesday October 19, 2022 for the furnish and delivery of Automated Chest Compression Equipment used for the delivery of Advanced Life Support EMS Services for the City of Sheboygan Fire Department Emergency Medical Services Ambulances.

In order to be considered, Sealed bids on approved forms, are to be received no later than the date and time above in the office of the Purchasing Agent, City of Sheboygan City Hall, 828 Center Avenue, Sheboygan, WI 53081.

A single contract will be awarded to include all facets of the project in accordance with the specifications including furnishing and delivery of (5) Sets of equipment, accessories and five annual inspection and repair visits.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing Agent at (920) 459-3469 or via email at [bernard.rammer@sheboyganwi.gov](mailto:bernard.rammer@sheboyganwi.gov)

Attention is called to the fact that this project is funded through an Assistance to Firefighters Grant from the United States Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA). The bidder's attention is also called to the Notice for the Requirement of Affirmative Action to insure Equal Employment Opportunity for employment of women and minorities in the project area. In addition, it is the policy for this project that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funding under this agreement.

Attention of bidders is further called to the fact that the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

The successful contractor shall maintain, and furnish a certificate of insurance to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a Sheboygan County Purchase Order referencing the terms and conditions of the bid documents.

All bids received shall remain in force for not less than (90) Ninety days following the bid due date.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation, to waive informalities in the bidding process, or to accept any bid considered most advantageous to the County of Sheboygan.

**Bernard R. Rammer Purchasing Agent**

## **1.1 GENERAL**

- A. The Bidder shall familiarize themselves with the current needs of the department including compatibility with other existing equipment used in the ambulances for the delivery of Advanced Life Support (ALS) services.
- B. The Bidder to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Bidder did not inform himself prior to submitting a proposal. The successful Bidder must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility.
- D. The Bidder is expected to base his bid price on materials and equipment complying fully with the Specifications, and in the event he/she names or includes in his/her bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his/her contact price.
- E. Bidder must satisfy themselves by personal examination of the requirements for the proposed equipment and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Bidder, but also to any of subcontractors if applicable.

## **1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

- A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.
- B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- C. Neither the Owner nor the Engineer will be responsible for oral instructions.

## **1.3 BID REQUIREMENTS:**

- A. Each Bidder shall submit only one Bid.



- B. Each Bidder must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

#### **1.4 SUBMISSION OF BIDS**

- A. Sealed bids must be made on the form provided and will be received by the Owner
- B. Each Proposal shall be firmly sealed in an envelope labeled "Automated Chest Compression Equipment" and delivered to the office designated in the Invitation to Bid.
- C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.
- D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
- E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.

#### **1.5 WITHDRAWAL OF BIDS**

- A. Bids may be withdrawn by written request received from Bidder or his agent **prior to** the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of 90 days after the day set for the opening thereof.

#### **1.6 RESERVATIONS**

- A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.



**CITY OF SHEBOYGAN  
REQUEST FOR BIDS # 2021-22  
Purchase of Automated Chest Compression Equipment**

**Bids Due: 1:00 PM, Wednesday October 19, 2022**

To: CITY OF SHEBOYGAN  
FINANCE DEPARTMENT  
Attn: Bernard Rammer  
828 Center Avenue, Suite 106  
Sheboygan, WI 53081

Company \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

hereby agrees to provide all necessary , equipment, labor and materials and shipping expense as specified within the bid documents for the delivery, assistance with setup and commissioning of Five identical sets of automated compression equipment to the Sheboygan Fire Department along with (5) Annual preventative Maintenance inspection and repair visits for all five sets of equipment in accordance with the bid specifications.

**Manufacturer Name of Products proposed:** \_\_\_\_\_

**Manufacturer Model Name of Products proposed:** \_\_\_\_\_

- Lump Sum Cost for (5) Automatic Chest Compression Units including Hard shell Case, Rechargeable Battery, Back Plates, Straps, Suction Cups and one set of instructions for each.

Written \$ \_\_\_\_\_

\*\*\*\*\*

- Lump sum cost for (5) desk top battery chargers for above unit:

Written \$ \_\_\_\_\_

\*\*\*\*\*

- Lump sum cost for (5) external Power supply(s) for the above units:

\$ \_\_\_\_\_

Written \_\_\_\_\_

.....

- Lump Sum Cost for (5) additional Rechargeable Batteries for the above units:

\$ \_\_\_\_\_

Written \_\_\_\_\_

.....

- Lump Sum Cost for (5) packages of Grip tape for the slim back plates(if used):

If not required write "N/A" below

\$ \_\_\_\_\_

Written \_\_\_\_\_

.....

- Lump Sum Cost for a minimum of 12 single use suction cups for each of the (5) units above If Not Required write "N/A" Below

\$ \_\_\_\_\_

Written \_\_\_\_\_

.....

- Lump sum cost for (5) sets of **other equipment** not included above that is necessary for the operation of the equipment in accordance with manufacturers recommendations: If not required, write "N/A" Below

\$ \_\_\_\_\_

Written \_\_\_\_\_

.....

- Lump Sum Cost for (5) future annual visits to inspect, repair and calibrate all (5) of the units purchased to include travel, labor, parts, and supplies with the cost to be paid in advance at the time of purchase:

\$ \_\_\_\_\_

Written \_\_\_\_\_

\_\_\_\_\_

**RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda number

Addenda # 1 dated \_\_\_\_\_

Addenda # 2 dated \_\_\_\_\_

Addenda # 3 dated \_\_\_\_\_  
\_\_\_\_\_

Company Name) \_\_\_\_\_

(Telephone) \_\_\_\_\_

(Email) \_\_\_\_\_

(Name of person signing) \_\_\_\_\_

(Title) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

CORPORATE DUNS NUMBER

\_\_\_\_\_

CORPORATE CAGE CODE

\_\_\_\_\_

End

## **PROJECT SUMMARY**

**This project encompasses the furnishing and delivery of (5) sets of equipment including accessories, assistance with set-up and commissioning of the equipment and (5) Annual Inspection visits following the commissioning of the equipment within our ambulance vehicles**

### **DIVISION 1 -GENERAL REQUIREMENTS**

#### **1.1 PROTECTION OF PERSONS**

- A. Work on site shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

#### **1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS**

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no materials, equipment or accessories required for the operation of the equipment are left inadvertently left out.

#### **1.3 INTENT OF CONTRACT DOCUMENTS**

- A. The Sections of the Contract Document are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all equipment labor and materials, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though included in the Contract Specifications. If the document Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

#### **1.4 SCOPE OF WORK**

- A. Provide and deliver the following Equipment to the Sheboygan Fire Dept.
- (5) Stryker Lucas 3, v3.1 chest compression system, **or Equal**, to include Hard shell case, slim back plate, (2) Patient straps, (1) Stabilization strap,(2) Suction Cups, (1) Rechargeable Battery and a set of instructions for each unit.
  - (5) Stryker Lucas Desktop Battery Charger, **or Equal**,
  - (5) Stryker Lucas External Power supply, **or Equal**
  - (5) Stryker Lucas 3 Batteries, Rechargeable LiPo, **or Equal**
  - (5) Stryker Lucas Grip tape for slim black plate, **or Equal**
  - (5) Stryker Lucas (12) Packs of Disposable Suction Cups, **or Equal**.
  - (5) Stryker Lucas Pro Care annual onsite preventative maintenance visits including inspection and unlimited repairs to include parts, travel, labor to cover all (5) Stryker Lucas 3, v3.1 chest compression system, **or Equal**, to include Hard shell case, slim back plate, (2) Patient straps, (1) Stabilization strap,(2) Suction Cups, (1) Rechargeable Battery and a set of instructions for each unit **or equal**
  - Shipping of new equipment to the City of Sheboygan Fire Department.

#### 1.5 COMPATIBILITY AND INTEROPERABILITY

A. The equipment proposed must be compatible with other Advanced Life Support equipment as follows:

1. Compatible with the LIFENET and Code Stat system.  
Life Net and Code -stat currently connects our LP15s and will connect the automated CPR device to give us feedback, which we use to monitor our performance on cardiac arrest responses. These reports are used by our quality assurance committees and our medical director. This feedback includes the rate of compressions, when the equipment was turned on and off, how long CPR was stopped, and the number of compressions. Life net also will allow our crews to attach the information to our reports via WARDS.
2. Bluetooth data transfer to and from the Life Pak 15.
3. It must be compatible with Physio-Control/Stryker Life Pak 15 systems.
4. Maximum Compression at a rate of at least 110 BPM.
5. Must be compatible with CODE-STAT Software
6. Unit must use a suction cup or similar device to provide compression and recoil during CPR to assist in maintaining the same position on the patient.
7. The equipment should have the ability to secure the patients hands during use.

#### 1.5 OWNER'S REPRESENTATIVE

- A. All work under this Contract will be regularly viewed by the Owner's

Representatives. Owner's Representatives will inspect the equipment and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.

B.

**1.13 INSURANCE AND LIABILITY**

A. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.

B. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

C. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:

2.	Bodily Injury	\$1,000,000 per Person
		\$2,000,000 Aggregate

3.	Property	Damage	\$500,000 per Occurrence
			\$500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

1.	Operation of owned, hired and non-owned motor vehicles:		
2.	Bodily Injury	\$1,000,000 per Person	
		\$1,000,000 per Occurrence	
3.	Property Damage	\$1,000,000 per Occurrence	

F. If the Contractor is using the services of another firm or utilizing equipment

owned by another firm, Contractor shall be responsible for the provision of a certificate of insurance for each firm.

#### **1.14 LAWS TO BE OBSERVED**

- A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

#### **1.19 RELEASE OF LIENS**

- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

#### **1.20 PATENTS**

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### **1.21 COOPERATION WITH OWNER**

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

#### **1.22 SUBCONTRACTS**

- A. If Applicable, The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor

agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

#### **1.25 TERMINATION BY THE CONTRACTOR**

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

#### **1.26 TERMINATION BY THE OWNER**

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

#### **1.27 CHANGES-PAYMENT**

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
  - 1. By an acceptable lump sum or unit price proposal by the Contractor.
  - 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance



provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.

- B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.

#### 1.28 **PAYMENTS**

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

## CITY OF SHEBOYGAN

### TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.**

**1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.

15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper

manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

**16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

**17. Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

**18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

**19. Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

### **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Name \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Contractor's authorized official

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)

**COMPLETE THIS FORM AND RETURN IT WITH YOUR BID SUBMITTAL**



## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Contractor Name \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Contractor's authorized official

\_\_\_\_\_

(Print name of person signing above)

\_\_\_\_\_

(Print title of person signing above)

**COMPLETE THIS FORM AND RETURN IT WITH YOUR BID SUBMITTAL**

## **STANDARD TERMS AND CONDITIONS**

**1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

### **2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**

- 2.1** Public Works Projects are subject to WIS Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information and/or clarification.

**3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

**4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.

**5.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

**6.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

**7.0 PRICING AND DISCOUNT:** The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

**8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance

until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

- 9.0 ACCEPTANCE-REJECTION:** The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted

to be an agent, servant, joint venture, or partner of the City.

- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 OPEN RECORDS:** Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 24.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 25.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the City, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- 26.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 27.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261- 7577.

**28.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the pa



10/12/2022

Finance Department  
Attn: Bernard Rammer  
828 Center Avenue, Suite 106  
Sheboygan, VVI 53081

Re: RFB # 2021-22 Purchase of Automated Chest Compression Equipment

Dear Mr. Rammer,

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

It has been our intent to provide City of Sheboygan 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](mailto:bidsinbox@stryker.com) or your Account Manager Julie Schmitz at 563 676 7879 or [julie.schmitz@stryker.com](mailto:julie.schmitz@stryker.com).

Sincerely,

\_\_\_\_\_  
Jennifer Collins  
Manager, Strategic Pricing and Contracts  
Stryker  
11811 Willow Rd NE  
Redmond, WA 98052  
[bidsinbox@stryker.com](mailto: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](http://stryker.com)

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## Sections

- 1 Response to Bid**
- 2 Pricing and Warranty**
- 3 Stryker Contract Template**
- 4 Our Products**



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## **Section 1**

**Response to Bid**

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**REQUEST FOR SEALED  
BIDS# 2021-22**

**CITY OF SHEBOYGAN**

**PURCHASE OF AUTOMATED  
CHEST COMPRESSION  
EQUIPMENT**

This purchase is being funded with an  
Assistance to Firefighters Grant from the  
Federal Emergency Management  
Administration (FEMA) a Division of the  
Department of Homeland Security (DHS)

**CITY OF SHEBOYGAN  
REQUEST FOR SEALED BIDS # 2021-22  
Purchase of Automated Chest Compression Equipment**

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time on Wednesday October 19, 2022 for the furnish and delivery of Automated Chest Compression Equipment used for the delivery of Advanced Life Support EMS Services for the City of Sheboygan Fire Department Emergency Medical Services Ambulances.

In order to be considered, Sealed bids on approved forms, are to be received no later than the date and time above in the office of the Purchasing Agent, City of Sheboygan City Hall, 828 Center Avenue, Sheboygan, WI 53081.

A single contract will be awarded to include all facets of the project in accordance with the specifications including furnishing and delivery of (5) Sets of equipment, accessories and five annual inspection and repair visits.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing Agent at (920) 459-3469 or via email at [bernard.rammer@sheboyganwi.gov](mailto:bernard.rammer@sheboyganwi.gov)

Attention is called to the fact that this project is funded through an Assistance to Firefighters Grant from the United States Department of Homeland Security (DHS) Federal Emergency Management Administration (FEMA). The bidder's attention is also called to the Notice for the Requirement of Affirmative Action to insure Equal Employment Opportunity for employment of women and minorities in the project area. In addition, it is the policy for this project that minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funding under this agreement.

Attention of bidders is further called to the fact that the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

The successful contractor shall maintain, and furnish a certificate of insurance to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a Sheboygan County Purchase Order referencing the terms and conditions of the bid documents.

All bids received shall remain in force for not less than (90) Ninety days following the bid due date.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, cancel this solicitation, to waive informalities in the bidding process, or to accept any bid considered most advantageous to the County of Sheboygan.

**Bernard R. Rammer Purchasing Agent**

## **1.1 GENERAL**

- A. The Bidder shall familiarize themselves with the current needs of the department including compatibility with other existing equipment used in the ambulances for the delivery of Advanced Life Support (ALS) services.
- B. The Bidder to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Bidder did not inform himself prior to submitting a proposal. The successful Bidder must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility.
- D. The Bidder is expected to base his bid price on materials and equipment complying fully with the Specifications, and in the event he/she names or includes in his/her bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his/her contract price.
- E. Bidder must satisfy themselves by personal examination of the requirements for the proposed equipment and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Bidder, but also to any of subcontractors if applicable.

## **1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

- A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.
- B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- C. Neither the Owner nor the Engineer will be responsible for oral instructions.

## **1.3 BID REQUIREMENTS:**

- A. Each Bidder shall submit only one Bid.

- B. Each Bidder must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

#### **1.4 SUBMISSION OF BIDS**

- A. Sealed bids must be made on the form provided and will be received by the Owner
- B. Each Proposal shall be firmly sealed in an envelope labeled "Automated Chest Compression Equipment" and delivered to the office designated in the Invitation to Bid.
- C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.
- D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
- E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.

#### **1.5 WITHDRAWAL OF BIDS**

- A. Bids may be withdrawn by written request received from Bidder or his agent **prior to** the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of 90 days after the day set for the opening thereof.

#### **1.6 RESERVATIONS**

- A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.



**CITY OF SHEBOYGAN  
REQUEST FOR BIDS # 2021-22  
Purchase of Automated Chest Compression Equipment**

**Bids Due: 1:00 PM, Wednesday October 19, 2022**

To: CITY OF SHEBOYGAN  
FINANCE DEPARTMENT  
Attn: Bernard Rammer  
828 Center Avenue, Suite 106  
Sheboygan, WI 53081

Company Stryker Sales, LLC, through its Medical Division

Address 3800 E Centre Ave Portage, MI County Kalamazoo Zip 49002

hereby agrees to provide all necessary , equipment, labor and materials and shipping expense as specified within the bid documents for the delivery, assistance with setup and commissioning of Five identical sets of automated compression equipment to the Sheboygan Fire Department along with (5) Annual preventative Maintenance inspection and repair visits for all five sets of equipment in accordance with the bid specifications.

**Manufacturer Name of Products proposed:** STRYKER

**Manufacturer Model Name of Products proposed:** LUCAS 3.1

- Lump Sum Cost for (5) Automatic Chest Compression Units including Hard shell Case, Rechargeable Battery, Back Plates, Straps, Suction Cups and one set of instructions for each.

Written \$ 71,977.05  
Seventy one thousand nine hundred seventy seven and five cents.

\*\*\*\*\*

- Lump sum cost for (5) desk top battery chargers for above unit:

Written \$ 4,953.75  
Four thousand nine hundred fifty three dollars and seventy five cents

.....



- Lump sum cost for (5) external Power supply(s) for the above units:  
\$ 1567.50

Written One thousand five hundred sixty seven and fifty cents

---

- Lump Sum Cost for (5) additional Rechargeable Batteries for the above units:  
\$ 3030.00

Written Three thousand thirty dollars and zero cents

---

- Lump Sum Cost for (5) packages of Grip tape for the slim back plates(if used):  
If not required write "N/A" below  
\$ 120.00

Written One hundred twenty dollars and zero cents

---

- Lump Sum Cost for a minimum of 12 single use suction cups for each of the (5) units above If Not Required write "N/A" Below  
\$ 2107.50

Written Two thousand one hundred seven dollars and fifty cents

---

- Lump sum cost for (5) sets of **other equipment** not included above that is necessary for the operation of the equipment in accordance with manufacturers recommendations: If not required, write "N/A" Below  
\$ N/A

Written \_\_\_\_\_

---

- Lump Sum Cost for (5) future annual visits to inspect, repair and calibrate all (5) of the units purchased to include travel, labor, parts, and supplies with the cost to be paid in advance at the time of purchase:  
\$ 17,122.80

Written Seventeen thousand one hundred twenty two dollars and eighty cents.

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**RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda number

Addenda # 1 dated No Addenda has been received as of 10/12/2022.

Addenda # 2 dated \_\_\_\_\_

Addenda # 3 dated \_\_\_\_\_

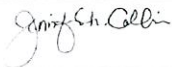
Company Name) Stryker Sales, LLC, through its Medical Division

(Telephone) 563-676-7879

(Email) julie.schmitz@stryker.com

(Name of person signing) Jennifer Collins

(Title) Manager, Strategic Pricing and Contracts

Signature 

Date 10/12/2022

CORPORATE DUNS NUMBER

07-847-0558

CORPORATE CAGE CODE

75AF1

End

## **PROJECT SUMMARY**

This project encompasses the furnishing and delivery of (5) sets of equipment including accessories, assistance with set-up and commissioning of the equipment and (5) Annual Inspection visits following the commissioning of the equipment within our ambulance vehicles

### **DIVISION 1 -GENERAL REQUIREMENTS**

#### **1.1 PROTECTION OF PERSONS**

- A. Work on site shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

#### **1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS**

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no materials, equipment or accessories required for the operation of the equipment are left inadvertently left out.

#### **1.3 INTENT OF CONTRACT DOCUMENTS**

- A. The Sections of the Contract Document are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all equipment labor and materials, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though included in the Contract Specifications. If the document Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

#### **1.4 SCOPE OF WORK**

A. Provide and deliver the following Equipment to the Sheboygan Fire Dept.

- (5) Stryker Lucas 3, v3.1 chest compression system, **or Equal**, to include Hard shell case, slim back plate, (2) Patient straps, (1) Stabilization strap,(2) Suction Cups, (1) Rechargeable Battery and a set of instructions for each unit.
- (5) Stryker Lucas Desktop Battery Charger, **or Equal**,
- (5) Stryker Lucas External Power supply, **or Equal**
- (5) Stryker Lucas 3 Batteries, Rechargeable LiPo, **or Equal**
- (5) Stryker Lucas Grip tape for slim black plate, **or Equal**
- (5) Stryker Lucas (12) Packs of Disposable Suction Cups, **or Equal**.
- (5) Stryker Lucas Pro Care annual onsite preventative maintenance visits including inspection and unlimited repairs to include parts, travel, labor to cover all (5) Stryker Lucas 3, v3.1 chest compression system, **or Equal**, to include Hard shell case, slim back plate, (2) Patient straps, (1) Stabilization strap,(2) Suction Cups, (1) Rechargeable Battery and a set of instructions for each unit **or equal**
- Shipping of new equipment to the City of Sheboygan Fire Department.

#### 1.5 COMPATIBILITY AND INTEROPERABILITY

A. The equipment proposed must be compatible with other Advanced Life Support equipment as follows:

1. Compatible with the LIFENET and Code Stat system.  
Life Net and Code -stat currently connects our LP15s and will connect the automated CPR device to give us feedback, which we use to monitor our performance on cardiac arrest responses. These reports are used by our quality assurance committees and our medical director. This feedback includes the rate of compressions, when the equipment was turned on and off, how long CPR was stopped, and the number of compressions. Life net also will allow our crews to attach the information to our reports via WARDS.
2. Bluetooth data transfer to and from the Life Pak 15.
3. It must be compatible with Physio-Control/Stryker Life Pak 15 systems.
4. Maximum Compression at a rate of at least 110 BPM.
5. Must be compatible with CODE-STAT Software
6. Unit must use a suction cup or similar device to provide compression and recoil during CPR to assist in maintaining the same position on the patient.
7. The equipment should have the ability to secure the patients hands during use.

#### 1.5 OWNER'S REPRESENTATIVE

A. All work under this Contract will be regularly viewed by the Owner's

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owned by another firm, Contractor shall be responsible for the provision of a certificate of insurance for each firm.

#### **1.14 LAWS TO BE OBSERVED**

- A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

#### **1.19 RELEASE OF LIENS**

- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

#### **1.20 PATENTS**

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### **1.21 COOPERATION WITH OWNER**

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

#### **1.22 SUBCONTRACTS**

- A. If Applicable, The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor

agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

#### **1.25 TERMINATION BY THE CONTRACTOR**

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

#### **1.26 TERMINATION BY THE OWNER**

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

#### **1.27 CHANGES-PAYMENT**

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
  - 1. By an acceptable lump sum or unit price proposal by the Contractor.
  - 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance

provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.

- B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.

**1.28 PAYMENTS**

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.



## CITY OF SHEBOYGAN

### TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.**

**1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.

15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper

manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

**16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

**17. Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

**18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

**19. Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Contract between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

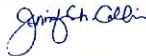
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Name Stryker Sales, LLC, through its Medical Division Date: 10/12/2022

Signature of Contractor's authorized ~~official~~ Representative



(Print name of person signing above) Jennifer Collins

Manager, Strategic Pricing and Contracts

(Print title of person signing above)

**COMPLETE THIS FORM AND RETURN IT WITH YOUR BID SUBMITTAL**

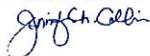
### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Contractor Name Stryker Sales, LLC, through its Medical Division Date: 10/12/2022

Signature of Contractor's authorized ~~official~~ Representative



(Print name of person signing above) Jennifer Collins

Manager, Strategic Pricing and Contracts

(Print title of person signing above)

**COMPLETE THIS FORM AND RETURN IT WITH YOUR BID SUBMITTAL**



## **STANDARD TERMS AND CONDITIONS**

**1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The City shall be the sole and final judge of equivalency.

### **2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**

- 2.1** Public Works Projects are subject to WIS Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the City of Sheboygan Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the City from requesting additional information and/or clarification.

**3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

**4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the City.

**5.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

**6.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

**7.0 PRICING AND DISCOUNT:** The City qualifies for governmental discounts. Unit prices shall reflect these discounts.

- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

**8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance

until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

- 9.0 ACCEPTANCE-REJECTION:** The City reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the City.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the City of Sheboygan Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the City, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the City.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the City reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted

to be an agent, servant, joint venture, or partner of the City.

- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 OPEN RECORDS:** Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 24.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 25.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the City, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- 26.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 27.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261- 7577.

**28.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the pa

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## **Section 2**

### **Pricing and Warranty**

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October 13, 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution<sup>SM</sup> Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967\_M

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, 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.

## Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](http://stryker.com)



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## LUCAS 3.1 QTY 5 w SERVICE AFG GRANT

Quote Number: 10572784

Version: 1

Prepared For: CITY OF SHEBOYGAN FIRE DEPT

Attn:

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: JULIE SCHMITZ

Email: julie.schmitz@stryker.com

Phone Number: 5636767879

Mobile: 5636767879

Quote Date: 09/07/2022

Expiration Date: 12/06/2022

### Delivery Address

Name: CITY OF SHEBOYGAN FIRE DEPT

Account #: 1181015

Address: 1326 N 26TH ST

SHEBOYGAN

Wisconsin 53081

### End User - Shipping - Billing

Name: CITY OF SHEBOYGAN FIRE DEPT

Account #: 1181015

Address: 1326 N 26TH ST

SHEBOYGAN

Wisconsin 53081

### Bill To Account

Name: CITY OF SHEBOYGAN

Account #: 1256935

Address: 828 CENTER AVE STE 205

SHEBOYGAN

Wisconsin 53081

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	5	\$14,395.41	\$71,977.05
2.0	11576-000060	LUCAS Desk-Top Battery Charger	5	\$990.75	\$4,953.75
3.0	11576-000071	LUCAS External Power Supply	5	\$313.50	\$1,567.50
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	5	\$606.00	\$3,030.00
5.0	11576-000089	LUCAS Grip Tape for Slim Back Plate	5	\$24.00	\$120.00
6.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	5	\$421.50	\$2,107.50
Equipment Total:					\$83,755.80

### ProCare Products:

#	Product	Description	Qty	Sell Price	Total
7.1	78000703	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	5	\$3,424.56	\$17,122.80
ProCare Total:					\$17,122.80



**LUCAS 3.1 QTY 5 w SERVICE AFG GRANT**

Quote Number: 10572784

version: 1

Prepared For: CITY OF SHEBOYGAN FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: JULIE SCHMITZ

Email: julie.schmitz@stryker.com

Phone Number: 5636767879

Mobile: 5636767879

Quote Date: 09/07/2022

Expiration Date: 12/06/2022

**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$893.25
Grand Total:	\$100,878.60

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

**Capital 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 Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



# 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.\*

<b>15 years</b>	
<ul style="list-style-type: none"> <li>Evacuation chair</li> </ul>	
<b>8 years</b>	
<ul style="list-style-type: none"> <li>LIFEPAK® CR2 defibrillator</li> </ul>	<ul style="list-style-type: none"> <li>HeartSine® samaritan® PAD automated external defibrillator</li> </ul>
<b>7 years</b>	
<ul style="list-style-type: none"> <li>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</li> </ul>	
<b>5 years</b>	
<ul style="list-style-type: none"> <li>LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)</li> </ul>	<ul style="list-style-type: none"> <li>LIFEPAK 20e defibrillator/monitor</li> <li>LIFEPAK 1000 defibrillator</li> </ul>
<b>3 years</b>	
<ul style="list-style-type: none"> <li>McGRATH™ MAC EMS video laryngoscope</li> </ul>	<ul style="list-style-type: none"> <li>Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)</li> </ul>
<b>2 years</b>	
<ul style="list-style-type: none"> <li>Stair-PRO (parts only)</li> <li>Power-LOAD (parts only)</li> <li>Performance-PRO XT (parts only)</li> <li>Performance-LOAD</li> <li>Power-PRO XT</li> <li>Power-PRO IT</li> </ul>	<ul style="list-style-type: none"> <li>SMRT™ power charger (Power-PRO XT)</li> <li>CodeManagement Module®</li> <li>LIFEPAK CR2 Trainer</li> <li>LIFEPAK 1000 Trainer</li> <li>HeartSine samaritan Trainer</li> <li>HeartSine Gateway</li> </ul>
<b>1 year</b>	
<ul style="list-style-type: none"> <li>Stair-PRO (parts and labor)</li> <li>Power-LOAD (parts and labor)</li> <li>Performance-PRO XT (parts and labor)</li> <li>MX-PRO® R3 x-frame ambulance cot</li> <li>MX-PRO bariatric transport cot</li> <li>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)</li> <li>SMRT power paks</li> <li>LIFEPAK 15</li> <li>LIFEPAK Certified Pre-Owned defibrillators</li> </ul>	<ul style="list-style-type: none"> <li>LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps</li> <li>LIFEPAK 500T AED Training System</li> <li>LIFEPAK CR-T AED Training System</li> <li>LIFEPAK 20e internal battery system</li> <li>Battery charging systems and power adapters</li> <li>Batteries and battery paks, excluding CHARGE-PAK™ battery charger</li> <li>MASIMO® SET® Rainbow® reusable sensors</li> <li>TrueCPR® coaching device</li> </ul>

\* 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 SpO<sub>2</sub> 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](http://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.

GDR 3345508\_B  
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Physio-Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052  
Toll free 800 442 1142  
[strykeremergencycare.com](http://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](http://stryker.com)



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/19/2022

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

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

PRODUCER  
Aon Risk Services Central, Inc.  
MSC#17382  
Aon  
PO Box 1447  
Lincolnshire IL 60069 USA

CONTACT  
NAME:  
PHONE  
(A/C, No. Ext): (312) 381-1000

FAX  
(A/C, No.):

E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
Stryker Corporation & Subsidiaries  
2825 Airview Boulevard  
Kalamazoo MI 49002 USA

INSURER A: Old Republic Insurance Company

24147

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 570091339668

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31274722	02/01/2022	02/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg-Self Insc			MWTB 312744 22	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31274322 AOS MWXS31274522 Excess WC - MI SIR applies per policy terms & conditions	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
FOR INFORMATIONAL PURPOSES ONLY

## CERTIFICATE HOLDER

Stryker Corporation & Subsidiaries  
2825 Airview Boulevard  
Kalamazoo MI 49002 USA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570091339668



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Howmedica Osteonics Corp

2 Business name/disregarded entity name, if different from above

Stryker Sales, LLC (38-2902424) **Use this Tax ID Number for Vendor Payments**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

5 Address (number, street, and apt. or suite no.) See instructions.

2825 Airview Blvd **Corporate Headquarters**

6 City, state, and ZIP code

Kalamazoo, MI 49002

7 List account number(s) here (optional)

## MEDICAL DIVISION (Portage)

### Physical Address:

3800 E. Centre Avenue  
Portage, MI 49002-5826

### Remit to Address:

PO Box 93308  
Chicago, IL 60673-3308

## MEDICAL DIVISION (Redmond)

outside the U.S.)

### Physical Address:

11811 Willows Rd, NE  
Redmond, WA 98052-2003

### Remit to Address:

PO Box 93308  
Chicago, IL 60673-3308

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Social security number

- -

or

### Employer identification number

2 2 - 2 1 8 3 5 9 0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ► 1/5/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## **Section 3**

### **Stryker Contract Template**

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CITY OF SHEBOYGAN FIRE  
1326 N 26TH ST  
Sheboygan Wisconsin 53081

Re: Bid number 2021-22

To Whom it May Concern:

The purpose of this letter is to confirm that Stryker Sales, LLC (the "Company") is hereby submitting a response in connection with the above-noted formal request for quote CP-626 (hereinafter, "BID") being conducted by Sheboygan Fire.

Notwithstanding any required signatures of the Company submitted in connection with the BID documents, the terms and conditions contained in the BID are only a non-binding statement of the intentions of the Company and no legal rights or obligations of either party are created with respect to any matters contemplated therein. No terms and conditions are binding on the parties unless and until a definitive agreement with the respect to the transaction is signed by both parties (the "Definitive Agreement"). In addition, the BID may not address all matters to be negotiated by the parties and contained in the Definitive Agreement and any different or conflicting terms contained in the Definitive Agreement will supersede and replace those contained in the BID.

Notwithstanding anything to the contrary, the parties agree that the following provisions shall be binding upon the parties: (1) each of the parties shall treat the contents of the BID as confidential, and (2) during the course of negotiating the Definitive Agreement none of the parties (nor any agent, representative or affiliate thereof) shall directly or indirectly disclose to any third party the contents of the BID or any discussions relating to the BID or the Definitive Agreement, except to their agents or representatives who have a need to know in connection with the negotiation of the Definitive Agreement.

Thank you in advance for your consideration and we look forward to a mutually fruitful relationship.

Kind Regards,

Jennifer N. Collins  
Pricing and Contract Manager

**Emergency Care**

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](http://stryker.com)

# Purchase & Sale Agreement

Date:

Contract Number

Customer Number

Customer

Effective Date

Contact Name

Expiration Date

Address

City, State, Zip

Sales Representative

**This Purchase and Sale Agreement** ("Agreement") is entered into as of the Effective Date entered above by and between Customer and Stryker Sales, LLC, through its Medical division ("Stryker").

## RECITALS

- I. Stryker is engaged in the manufacture and supply of certain medical equipment and accessories technical support services ("Products & Services").
- II. Customer provides healthcare services which, from time to time require the use of Products & Services supplied by Stryker and Customer intends to acquire these Products & Services from Stryker.
- III. The parties enter into this Agreement to identify the terms and conditions upon which Stryker will make its Products & Services available to Customer.

**NOW, THEREFORE**, Customer and Stryker agree as follows:

1. **Terms of Sale.** The purpose of this Agreement is to allow Customer access to Products & Services at discounted pricing, based on Customer's agreement to meet the Conditions set forth in Paragraph 2.
2. **Conditions.** The offer to purchase extended under this Pricing Agreement is conditioned upon Customer purchasing for Products described in Exhibit A from throughout the Term of this Agreement.
3. **Term.** This Agreement begins on the Effective Date and will expire on the Expiration Date listed above. Thereafter, and subject to the provisions below headed, "Termination", this Agreement shall automatically renew from month to month for a period of up to three (3) months. This Agreement will then terminate in its entirety, unless extended by mutual agreement of the Parties.
4. **Pricing.** Stryker extends to Customer an offer to purchase the Products described in Exhibit A and the Services described in Exhibit B at the net prices herein indicated. Not more frequently than annually, Stryker may adjust the prices for Products & Services in an amount not to exceed three percent (3%) of the then-current price.

Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods covered by this document. Taxes will be invoiced in addition to the price of the goods covered by this document unless Stryker received a copy of a valid exemption certificate prior to delivery.

If the number or configuration of Covered Equipment listed on Exhibit B changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term.

Discounts may not be combined with other special terms, discounts, and/or promotions.

5. **Authorized Purchasers.** If Customer is affiliated with certain other facilities involved in the delivery of healthcare services, those facilities are identified in Exhibit D. The parties intend that the terms of this Pricing Agreement be extended to the facilities identified in Exhibit D.
6. **Products.** The Products provided under this Agreement are set forth on Exhibit A.

- 6.1. **Payment.** Stryker will invoice on shipment. Customer shall pay Stryker's invoice net thirty (30) days from invoice date.
- 6.2. **Minimum Order Quantity.** Stryker requires a minimum order of \$200.00.
- 6.3. **Shipping and Delivery.** Delivery shall be F.O.B. origin, prepaid and added to the invoice. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Customer, Stryker will obtain transportation on Customer's behalf and for the Customer's account. Delivery dates are approximate and governed by the provisions in the paragraph entitled "Delays" below. Freight is prepaid by Stryker and added to Customer's invoice.
- 6.4. **Delays.** Delivery dates are approximate. Stryker will not be liable for any loss or damage of any kind due to delays in delivery or from non-delivery resulting from an event of Force Majeure. Any such delay shall not be considered a breach by Stryker and Customer's Agreement and delivery dates shall be extended for the length of such delay.
- 6.5. **Inspections.** Within 30 days of receipt of a shipment, Customer shall notify Stryker of any claim for Product damage or nonconformity. Stryker, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of paragraph entitled "Returned Products" below. Payment of Stryker's invoice is not contingent on immediate correction of nonconformities.
- 6.6. **Returned Product.** Stryker will accept the return of any Product under any of the following circumstances:
- the Product is shipped in error;
  - the Product is shipped after the Product's expiration date;
  - the Product is received by the Customer in a damaged, defective, or nonconforming condition;
  - Stryker specifically authorizes the return of the Product; or
  - the Product is recalled and must be removed from the market.

Stryker will accept the return of any Product for a full credit if Customer returns the Product to Stryker (a) within 30 working days from the date the Customer receives the Product, or (b) within 30 working days from the date the Customer receives notice of recall, if applicable. Customer acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

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

- 6.7. **Authorized Distributor.** Customer may make purchases under this Agreement through an authorized distributor. Should Customer elect to use a distributor to make purchases, Customer shall identify the distributor in writing to Stryker. On the condition that such distributor agrees in writing to: (i) identify on a purchase order or other written document its purchases for Customer; (ii) to ship such Product(s) only to Customer; and (iii) to otherwise accept the terms of this Agreement, Stryker will extend the terms of this Agreement to the distributor.
- 6.8. **No Resale.** Customer agrees that Products purchased hereunder will not be resold to third parties or reshipped to any persons or places prohibited by the laws of the United States of America.
7. **Services.** Pricing of the Services provided under this Agreement are set forth on Exhibit B. Descriptions of the Services provided under this Agreement are set forth on Exhibit B. This Agreement covers only the equipment listed on Exhibit Ba s amended and updated upon agreement of the parties.
- 7.1. **Payment.** Customer shall pay Stryker's invoice net thirty (30) days from invoice date.
- 7.2. **Loaners.** If Covered Equipment must be removed from service to complete repairs, Stryker will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Stryker in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Stryker's request.

- 7.3. **Delays.** Stryker will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event of Force Majeure. Any such delay shall not be considered a breach of Stryker's obligations and the performance dates shall be extended for the length of such delay.
- 7.4. **Device Inspection Before Acceptance.** All devices that are not under Stryker's Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. Stryker reserves the right to refuse to support any device that has been remanufactured by a company other than Stryker.
8. **Warranty.** The following warranties are the only warranties covering any Product or Service provided under this Agreement.
- 8.1. **Product Warranty.** Stryker warrants the Products in accordance with its Limited Warranty which is delivered with each Product sold hereunder to which it applies, current edition attached hereto as Exhibit C. Stryker reserves the right to modify this warranty for future purchases.
- 8.2. **Service Warranty.** Stryker warrants services performed under this Agreement and replacement parts provided in performing such services against defects in material and workmanship for ninety (90) days from the date a service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Stryker of any allegedly defective condition within ten (10) calendar days of its discovery by the Department.
- 8.3. **STRYKER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, STRYKER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
9. **Patent Indemnity.** Upon receipt of prompt notice from Customer and with Customer's authority and assistance, Stryker agrees to defend, indemnify and hold Customer harmless against any claim that the Stryker Products & Services covered by this Agreement directly infringe any United States Patent.
10. **Intellectual Property.** Through the purchase of Stryker Products & Services, Customer does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products & Services. Customer expressly agrees not to reverse engineer or decompile Products or related software and information.
11. **Confidentiality.** The terms of this Agreement are confidential. Neither party shall disclose confidential information to any third party without the prior written consent of the other party, except where such disclosure is required by law.
12. **Product Training and Support.** Stryker will make appropriate training and education available to physicians, nurses and Customer staff regarding the safe and effective use of Stryker's Products as mutually agreed upon by the parties.
13. **Independent Parties.** The relationship between the parties is that of independent contracting parties. Stryker shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Stryker in any manner.
14. **Choice of Law.** The rights and obligations of Stryker and Customer related to this Agreement shall be governed by the laws of the state where Customer is headquartered. In the event of a dispute, the other party shall reimburse all costs and expenses incurred by the substantially prevailing party related to enforcement of its rights under this Agreement including reasonable attorneys' fees.
15. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be settled by binding arbitration before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall take place in Seattle, Washington, or in the city where Customer is headquartered, and shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each party shall bear an equal share of the arbitrator's fee and administrative fees, however, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including reasonable attorneys' fees of the substantially prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.
16. **Notice.** Any notice to be given by either party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail, return receipt

requested, postage prepaid. Notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.

17. **Compliance with Federal and State Confidentiality Laws.** Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties further acknowledge that Stryker may be obligated to Customer to adhere to the business associate requirements of the Standards for Privacy of Individually Identifiable Health Information ("HIPAA Privacy Regulation") published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.
18. **Compliance with Laws.** The parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.
19. **New Technology Pricing.** As mandated by federal laws and regulations, Stryker does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Stryker will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.
20. **Contract Reference.** Orders placed under this Agreement shall make reference to the Contract Number above.
21. **Assignment.** This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.
22. **Limitation of Liability.** Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.
23. **Force Majeure.** Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of the party obligated to perform including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from its usual sources.
24. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
25. **Authority.** The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.
26. **Entire Agreement.** Stryker agrees to furnish the Products & Services ordered by Customer subject to the terms of this Agreement which reflect the complete agreement between Stryker and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by writing signed by each of the parties.
27. **Non-waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.
28. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.
29. **Termination.** Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:
  - A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within 30 days of written notice of the breach;
  - The insolvency or bankruptcy of the other party;



- Thirty (30) days prior written notice to the other party.

In the event of such early termination of Services, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any Services rendered during the Term.

30. **Signatures.** This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.

**IN WITNESS WHEREOF**, the parties hereby indicate their agreement to the terms of this Purchase and Sale Agreement by the signatures of their authorized representatives.

**Stryker Sales, LLC, through  
its Medical division**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

All notices and final executions to: [USContracts@stryker.com](mailto:USContracts@stryker.com).

**EXHIBIT A**  
**PRODUCT PRICING**

Stryker extends to Customer and to any Facilities identified in Exhibit D the following Net Prices on the Products indicated:

**EXHIBIT B**  
**PRICING FOR SERVICES/COVERED EQUIPMENT**

**EXHIBIT C**  
**LIMITED WARRANTY**

# Limited warranty

## US/Latin America/South America

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

### Eight years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillators
- LIFEPAK CR® Plus automated external defibrillator and internal battery system

### Five years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20/20e defibrillator/monitor
- LIFEPAK 1000 defibrillators
- LIFEPAK EXPRESS® automated external defibrillator and internal battery system

### Two years

- CodeManagement Module®
- LIFEPAK 1000 trainer

### One year

- LIFEPAK 15 monitor/defibrillator
- LUCAS® Chest Compression System
- LIFEPAK 500T trainer
- LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20/20e
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® reusable sensors
- TrueCPR™ Coaching Device

### 180 days

- Masimo® cables and Masimo SET SpO2 sensors

### 90 days

- CHARGE-PAK Charging Unit
- LIFEPAK 15 monitor/defibrillator ACLS Training Device
- LIFEPAK 20/20e defibrillator/monitor ACLS Training Device
- Installed repair parts
- All other product accessories

### 30 days

- Internal paddles and internal paddle handles

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

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

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

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

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

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

**For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at [strykeremergencycare.com](http://strykeremergencycare.com)**

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The Products are warranted free from manufacturing and material defects for a period of one year, unless otherwise stated per product, after delivery of same. Any Products that become defective during this period shall be repaired or replaced, such determination being at Customer'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, modified, refurbished or repaired without the prior consent of Stryker, (ii) that have been subjected to unusual stress or have not been properly maintained or (iii) on which any original serial numbers or other identification marks have been removed or destroyed. 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.**

**Power-LOAD Warranty 6390**

- One year parts, labor & travel
- Lifetime on all welds

**Performance-LOAD Warranty 6392**

- One year parts, labor & travel
- Lifetime on all welds

**Power-PRO Warranty 6506 & 6516**

- Two year parts, labor & travel
- One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- One year SMRT Battery
- Two Year SMRT Battery Charger
- Lifetime on all welds

**Performance-PRO Warranty 6086**

- One year parts, labor & travel
- One-year soft goods
- Three-year X-frame components
- Lifetime on all welds

**Stair-PRO Warranty 6252**

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

**MX-PRO Warranty 6082**

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

**MX-PRO Bariatric Warranty 6083**

- One year parts, labor & travel
- One-year soft goods
- Lifetime on all welds

**Evacuation Chair Warranty 6254**

- 15 year warranty

**Antler Fastener/Floor or Wall Mount Warranty 6370/6373**

- One year parts, labor & travel

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**EXHIBIT D**  
**AFFILIATED FACILITIES/AUTHORIZED PURCHASERS**

<b>Facilities</b>	<b>Stryker Customer Number</b>
See page 1	

## **Section 4**

### **Our Products**



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## NEW LUCAS® 3

### Chest Compression System, version 3.1

## Data Sheet

### Setting the standard for mechanical CPR

We continue to innovate the LUCAS platform with Wi-Fi® connection to the LIFENET® System and integration into CODE-STAT™ Data Review Software. The new LUCAS 3, v3.1, allows for tailored rates to meet your protocols, alerts configured to improve compliance, Post-Event Reports to your inbox, and asset notifications by e-mail.



#### Device configuration via the LIFENET System

Wirelessly set device presets to align with your protocols

- Adjustable rate: 102, 111, 120  $\pm$  2 compressions per minute – fixed or variable during operation
- Adjustable depth: 1.8 to 2.1  $\pm$  0.1 inches/45 to 53  $\pm$  2mm – fixed during operation
- Audible CPR timer: 1-15 minutes (in 1 minute increments)
- Adjustable ventilation alerts, pause length and count
- Auto-lowering of the piston (AutoFit or QuickFit)
- Pressure pad release to allow for chest rise during ventilation

#### Post-Event reporting

- Receive device Post-Event Report (PDF) via e-mail after device check-in over Wi-Fi
- Transmit reports wirelessly to any predetermined e-mail addresses (configurable in LIFENET)
- Integration with CODE-STAT 11\*

#### Asset management via LIFENET

- Asset dashboard for fleet status at latest device check-in
- Notifications of expiring and expired LUCAS batteries
- Notifications of upcoming or missed service

#### The world's most used mechanical CPR device

- Over 15 years of experience, over 24,000 devices deployed, and 200+ publications\*\*
- Unique device design: piston with suction cup designed to stabilize the compression point and follow the chest
- Used in the field all the way into the cardiac cath lab

#### Proven safe and effective, quick and easy

- Highest level of evidence showing safety and efficacy<sup>1</sup>
- Simple 1-2-3 step user interface
- Quick: A median 7 sec. interruption at transition from manual to mechanical CPR in clinical use<sup>2</sup>

#### Proven to perform. Reliably.

- Easy to maintain and own
- Compact and lightweight
- >99% operational reliability in clinical use<sup>1</sup>

\*Commercially available mid-2018

\*\*As of April 2018



## Specifications

### Device and Therapy

#### Type of chest compression

- Piston with suction cup designed to stabilize the compression point
- Factory default settings consistent with AHA and ERC Guidelines 2015

#### Compression rate

- Configurable to 102 – 111 – 120 compressions per minute, fixed, or variable during use
- Factory default setting: 102 ± 2 compressions per minute

#### Compression depth

- Configurable to a fixed value between 1.8 to 2.1 ± 0.1 inches / 45 to 53 ± 2 mm
- Factory default setting: 2.1 ± 0.1 inches / 53 ± 2 mm for nominal patients  
Note: 1.5 to 2.1 inches / 40 to 53 mm for chest height < 7.3 inches / 185 mm

#### Pressure pad during ventilation

- To allow for chest rise during ventilation the pressure pad can be configured to move up 0.4 inch / 10 mm above start position during pauses or during continuous compressions
- Factory default setting: pressure pad remains in start position

#### Compression duty cycle: 50 ± 5%

#### Compression modes (operator selectable)

- ACTIVE 30:2 mode: 30:2 (factory default setting) or 50:2 (setup option) compression to ventilation ratio
- ACTIVE Continuous mode

#### Ventilation alerts

- ACTIVE 30:2 mode: LED blinks and audible alert signals before ventilation pause
- ACTIVE Continuous mode: LED blink. Configurable to 6 to 10 alerts per minute (factory default setting: 10 alerts per minute). Audible alert configurable ON/OFF (factory default setting: OFF)

#### Ventilation pause duration

- ACTIVE 30:2 mode: configurable to 3 to 5 sec. (factory default setting: 3 sec.)
- ACTIVE Continuous mode: configurable to 0.3 to 2 sec. (factory default setting: 0.3 sec.)

### Device and Therapy (cont.)

#### Suction cup start position

- Configurable:
  - QuickFit (factory default setting): Manual lowering of the suction cup. Automatic fine-tuning will occur when locking the start position
  - AutoFit: Automatic lowering of the suction cup from its upper position down to the chest
  - Manual: Manual lowering of the suction cup to the chest. No automatic fine-tuning will occur when locking the start position

**Suction cup in ADJUST mode:** The device can be setup so that the suction cup automatically returns up from the chest when the operator pushes the ADJUST key coming from PAUSE or ACTIVE (30:2 or Continuous) modes (factory default setting: OFF)

#### Audible timers

- 1 to 15 minutes, in 1 minute increments (factory default setting: OFF)
- The timer can be setup as either CPR Timer or Continuous Timer
  - CPR Timer: the device only measures the time in uninterrupted ACTIVE (30:2 or Continuous) modes
  - Continuous Timer: the device measures the time continuously, independent of what mode the device is in

#### Safety system controls

- Automatic self-test at each Power ON
- Advanced control of delivered compression depth, rate and duty cycle, with safety alarm
- Soft Start at beginning of compressions
- Automatic adjustment of compression force to reach the set compression depth in individual chests

#### Patients eligible for treatment

- 6.7 to 11.9 inches / 17.0 to 30.3 cm chest height
- 17.7 inches / 44.9 cm maximum chest width
- No patient weight limitation

### Device post-event data and connectivity

#### Connectivity

- Wireless connectivity: Device can communicate via Bluetooth™ (factory default setting ON) and connect to configured Wi-Fi networks to receive and transmit data when not in clinical use.
- Local Bluetooth connection for setting up local Wi-Fi network, and for Post-Event Report generation and software updates (if Wi-Fi cannot be used)
- Ability to disable Bluetooth and/or Wi-Fi

#### Wi-Fi and LIFENET capabilities

- Manual or automatic data transmission (configurable): push the TRANSMIT key in range of known network (factory default setting), or setup option for automatic data transmission whenever the device is off, charging and in range of known network
- Setup options: Device functionality can be configured with setup options via secure, online platform (LIFENET) and be transmitted to the device wirelessly. A single setup profile can be applied to entire fleet or individual setup options for each device
- Post-Event Reports: Device can transmit Post-Event Reports (PDF) wirelessly and send to any predetermined e-mail addresses.
- Device readiness status: Device can transmit device readiness and battery notifications wirelessly to any predetermined e-mail addresses

**Post-Event Report contents:** Easy to read Post-Event Report (PDF) showing:

- Summary of device use: compression time, ratio, rate, count, number of pauses > 10 sec. and duration of longest compression pause
- Visual timeline showing device compressions, rate and pauses
- Event log showing user interactions, battery alerts and alarms
- Full display of device setup for quick reference
- Comprehensive post-event review in CODE-STAT 11 Data Review Software (optional)

## Device post-event data and connectivity (cont.)

**Device readiness data:** Configurable in LIFENET to send e-mail notifications on latest device check-in status including:

- Battery nearing expiration
- Battery expired
- Failed device self-test

### Reporting software over Bluetooth

- Report Generator software (DTX, included with device purchase for download online) with ability to download, print, save and share device reports of each use (PDF format)
- The Report Generator (DTX) can be downloaded on a pc with Windows® 7, 8.1 or 10

**Device data storage:** 4GB (estimated to store more than two uses per day over the lifetime of the device, 8 years)

## Device physical specifications

**Device dimensions when assembled (HxWxD):** 22.0 x 20.5 x 9.4 inches / 56 x 52 x 24 cm

**Device dimensions while stored in carrying case (HxWxD):** 22.8 x 13.0 x 10.2 inches / 58 x 33 x 26 cm

**Battery dimensions (HxWxD):** 5.1 x 3.5 x 2.2 inches / 13.0 x 8.8 x 5.7 cm

**Weight of the device with Battery (no straps):** 17.7 lbs / 8.0 kg

**Battery weight:** 1.3 lbs / 0.6 kg

**Back plate:** Thin and lightweight back plate (0.6 inches / 15mm and 2.5 lbs / 1.1 kg)

## Device environmental specifications

### Operating temperature

- +32°F to +104°F / +0°C to +40°C
- -4°F / -20°C for 1 hour after storage at room temperature

**Storage temperature:** -4°F to +158°F / -20°C to +70°C

**Relative humidity:** 5% to 98%, non-condensing

**Device IP classification (IEC60529):** IP43

**Operating input voltage:** 12-28 V DC

**Atmospheric pressure:** 62-107 kPa -1253 to 13000 ft (-382 to 4000 m)

## Power specifications

**Power source:** Proprietary battery alone or with external power supply or car power cable

**Power supply input:** 100-240VAC, 50/60Hz, 2.3A, Class II

**Power supply output:** 24VDC, 4.2A

**Car power cable:** 12-28VDC/0-10A

**Battery type:** Rechargeable Lithium-ion Polymer (LiPo)

**Battery capacity:** 3300 mAh (typical), 86 Wh

**Battery voltage (nominal):** 25.9 V

**Battery run time (nominal patient):**

Battery run time 45 minutes (typical)  
Extended run time connecting to external power supply

## Power specifications (cont.)

### Maximum Battery charge time:

Charged in the device using external power supply:

- Less than two hours at room temperature (+72°F / +22°C)

Charged in the external battery charger:

- Less than four hours at room temperature (+72°F / +22°C)

### Battery service life (interval for recommended replacement)

- Recommendation to replace the battery every 3 to 4 years or after 200 uses (of more than 10 minutes each time)
- End of Battery service life will be indicated by a constant yellow LED to the far right on the Battery charge indicator

**Battery IP classification (IEC60529):** IP44

### Battery charge temperature

- +32°F to +104°F / +0°C to +40°C
- (+68°F to +77°F / +20°C to +25°C preferred)

### Battery storage temperature

- -4°F to +104°F / -20°C to +40°C
- -105°F to +158°F / +41°C to +70°C ambient for less than a month

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1. Rubertsson S, Lindgren E, Smekal D, et al. Mechanical chest compressions and simultaneous defibrillation vs conventional cardiopulmonary resuscitation in out-of-hospital cardiac arrest. The LINC randomized trial. *JAMA*. 2013;311(1):53-61.
2. Levy M, Yost D, Walker R, et al. A quality improvement initiative to optimize use of a mechanical chest compression device within a high-performance CPR approach to out-of-hospital cardiac arrest. *Resuscitation*. 2015;92:32-37.

**The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).**

**Physio-Control is now part of Stryker.**

**For further information, please contact your Stryker or Physio-Control representative or visit our website at [www.physio-control.com](http://www.physio-control.com)**

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# Stryker's financial guarantee

## Reduce injuries by 50 percent



### LUCAS® 3, v3.1 chest compression system

#### Stryker's **Proven to Save** financial guarantee\*

Deliver high-quality, Guidelines-consistent<sup>1</sup> chest compressions and reduce the risk of caregiver injury from the field, during transport and in the hospital during the most critical situations.

If you don't experience at least a 50 percent reduction in caregiver CPR-related injuries, we'll buy back your unit with Stryker's Proven to Save financial guarantee for LUCAS devices. No upfront fees. No extra costs.\*

Ask your local Stryker sales representative to learn more so you can focus on what matters most—saving lives.

**\$69,594<sub>USD</sub>**

cost of a typical strain injury  
(\$33,140 direct and \$36,454  
indirect costs<sup>2</sup>)

**60%**

of EMS personnel experience  
back pain from CPR<sup>3</sup>

Contact your local sales representative or visit [stryker.com](http://stryker.com)

\*Available to qualifying customers in the United States, Canada or Mexico that enter into a LUCAS chest compression system Safety guarantee agreement with Stryker. Subject to the terms and conditions of the agreement.

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#### References

1. Panchal A, Bartos J, Cabanas J, et al. Part 3: Adult Basic and Advanced Life Support. 2020 AHA Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care. *Circulation*. 2020;142(16\_suppl\_2):S379-S388.
2. <https://www.osha.gov/dcs/smallbusiness/safetypays/estimator.html>. As of August 1, 2018 with a 3% profit margin for strain.
3. Jones A, Lee R. Cardiopulmonary resuscitation and back injury in ambulance officers. *International Archives of Occupational and Environmental Health*. 2005 May; 78 (4): 332-336.



**stryker**

# **LUCAS<sup>®</sup> 3, v3.1**

Chest Compression System

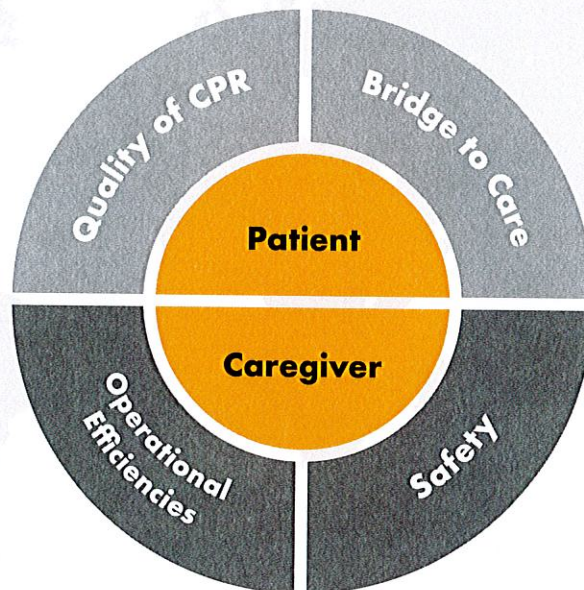


**Your partner in life support**



# Consistency. It's a powerful thing.

The LUCAS Chest Compression System helps emergency care teams around the world do what they do best — save lives. With high-quality chest compressions and fewer interruptions than manual CPR, LUCAS is your partner that will administer Guidelines-consistent, high-quality compressions until the job is done.



## CPR quality

- Delivers Guidelines-consistent, high-quality chest compressions at recommended rate and depth while allowing for chest recoil
- Fewer interruptions, compared to manual CPR, leading to higher compression ratios<sup>1,2</sup> and increased blood flow to the brain<sup>3,4</sup>
- Higher EtCO<sub>2</sub> values, compared to manual CPR, indicative of higher chance of ROSC<sup>5</sup>

## Operational efficiencies

- Calms the event and reduces stress by eliminating the need to manage a compression rotation schedule
- Frees up care givers to focus on other tasks
- Utilizes data integration capabilities to enhance post event analysis and quality improvement efforts

## Bridge to care

- Overcomes caregiver fatigue by providing Guidelines-consistent chest compressions for multiple hours if required\*
- Allows for hands-free, high-quality chest compressions during transport<sup>1,6</sup>
- Extends reach of care and allows for treatment of underlying cause during CPR (e.g. ECMO/PCI)<sup>22</sup>

## Safety

- Rescuers can avoid awkward and potentially dangerous situations when performing CPR during patient transport
- Potential to reduce CPR-related injuries to the CPR provider
- Reduces X-ray exposure of CPR provider during PCI

\* When using multiple batteries or an external power source. Battery typically lasts for 45 minutes of operation



# Proven. Safe. Effective.



For over 15 years the LUCAS Chest Compression System has been helping lifesaving teams around the world deliver high performance, Guidelines-consistent chest compressions to cardiac arrest patient in the field, on the move and in the hospital.

The LUCAS device has been proven safe and effective in a large randomized controlled trial, the highest level of clinical evidence.<sup>10</sup>



# LUCAS by the numbers

**25,000+**

With over 25,000 devices in the global market, a patient is treated approximately every 2 minutes<sup>7,8</sup>

**16,830**

In a successful 2 hour 45 minute resuscitation, LUCAS administered 16,830 Guidelines-consistent compressions<sup>9</sup>

**>99%**

Operational reliability in clinical use<sup>10</sup>

**+60%**

Increased blood flow to the brain vs. manual CPR<sup>3</sup>

**>99%**

of survivors had good neurological outcomes in large randomized LINC trial<sup>10</sup>

**95%**

of patients fit in the LUCAS device<sup>10,11</sup>



"We know CPR is difficult to do well. People slow down. They don't always do it appropriately — even professional rescuers. A machine doesn't get tired; it is consistent, and consistency is key."

—Charles Lick, MD Medical Director, Allina Medical Transport & Emergency Department Director, Buffalo Hospital<sup>23</sup>

# Your power to improve CPR quality

## Less interruptions to CPR on the scene and during transport

**30-40%** of patients who have achieved return of spontaneous circulation (ROSC) on the scene will re-arrest prior to hospital arrival and may require CPR during transportation.<sup>20,21</sup>

On-scene<sup>1</sup>

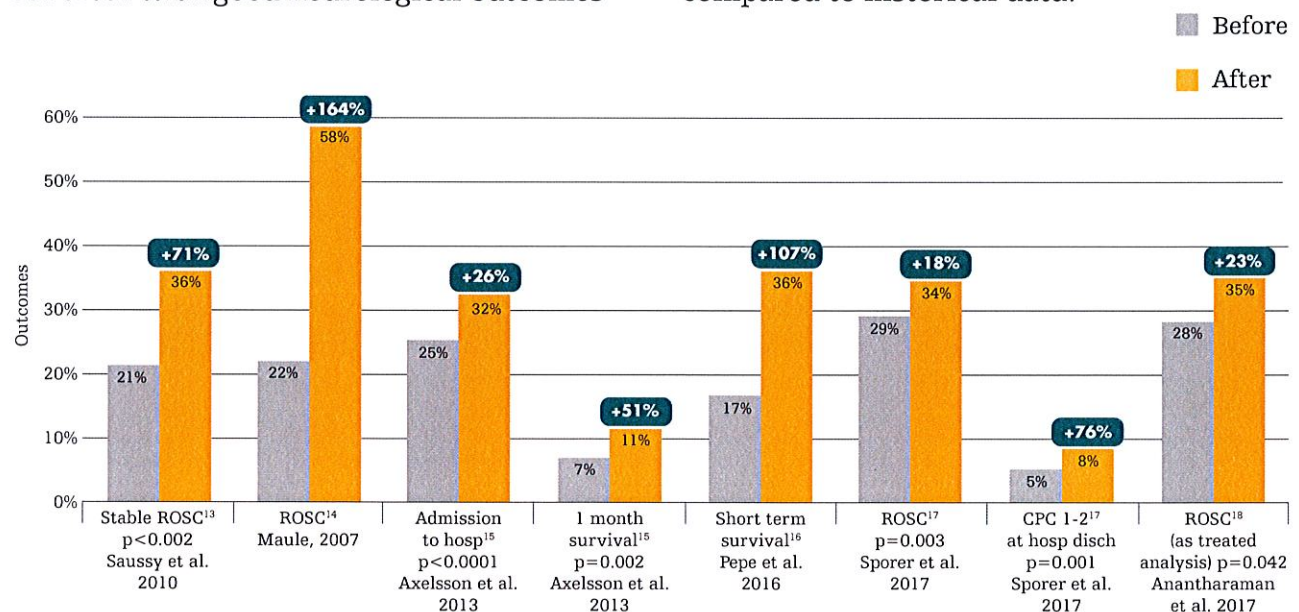


During transportation<sup>1</sup>



## LUCAS can contribute to improved outcomes

Systems of care implementing LUCAS together with a comprehensive approach to resuscitation\* have shown increased ROSC rates<sup>13-17</sup> as well as improved survival with good neurological outcomes<sup>15,17,19</sup> compared to historical data.



\*May include additional therapies or changes of protocols



# LUCAS 3, v3.1 at a glance

## 7 seconds

The two-step application (back plate, then upper part) makes the LUCAS device quick and easy to deploy, as short as a median 7 second interruption time when transitioning from manual CPR.<sup>12</sup>

Battery allows for 45 min continuous run time. Plug in the external power supply for prolonged operation/charging



Top window for quick battery check

Compact, lightweight carrying case included with every device



The carbon fiber LUCAS PCI back plate (optional) is intended specifically for use in the cath lab, with its radiotranslucent material minimizing image shadows



Wi-Fi® connectivity for device Post-Event reports and asset notifications over e-mail

Comprehensive post-event analysis of LUCAS and LIFEPAK® data in CODESTAT™ 11 data review software

Patient straps secure patient arms during transport

Release Rings to remove the upper part from the back plate

Disposable suction cup with optional pressure pad release during ventilations

Compression rate can be set at 102, 111 or 120 to meet unique protocols

Stabilization strap helps keep device in correct position on patient

Standard low profile back plate, easy to place

## High-quality CPR

Even if the patient lies upon a soft surface, the LUCAS device delivers Guidelines-consistent depth, overcoming the "mattress effect".



# What's new with **v3.1**?

The LUCAS 3, v3.1 was designed with enhanced data capabilities to allow for better post-event reporting and asset management. With Wi-Fi and Bluetooth connectivity, your LUCAS device can be configured to meet your protocols within your LIFENET account. Integration with CODE-STAT 11 now allows for precise and timely post-event reviews that can help with training and quality improvements.

## Setup options



Increase compression rate **without** sacrificing depth. Compression rate can be fixed or variable during operation at 102, 111, or 120 compressions per minute while still maintaining desired depth between 1.8 to 2.1 inches/45 to 53mm (depth fixed during operation).



Adjustable depth: 1.8 and 2.1  $\pm$  0.1 inches / 45 to 53  $\pm$  2mm (fixed during operation)



Audible CPR timer:  
1-15 minutes  
(in 1 min. increments)



Adjust ventilation alerts, pause length and count



Optional pressure pad release (0.4 inches/10 mm) allows for chest rise during ventilation



Auto-lowering of piston (AutoFit or QuickFit)

\* Setup options should be changed only under the direction of a physician knowledgeable in cardiopulmonary resuscitation who is familiar with the literature in this area

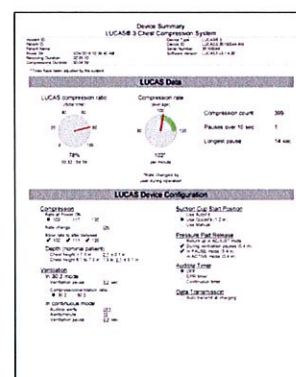
## Connected care



## Post-Event reporting

Key metrics and dashboards:

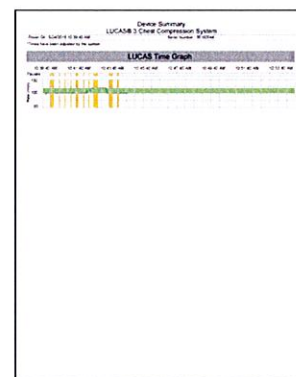
- Compression time, ratio, and rate
- Count, number of pauses > 10 sec.
- Duration of longest compression pauses
- Visual timeline of the event



## Post-Event reporting

CODE-STAT 11 allows for LUCAS Post-Event Reports to be merged with reports from LIFEPAK 15 and LIFEPAK 20/20e devices.

Merged reports give a comprehensive view of cardiac arrest cases and can be used in quality improvement and training efforts.



## Asset management

LIFENET offers easily accessible asset dashboard for fleet status at latest device check-in.

Gives notifications of expiring and expired LUCAS batteries.



# Selected specifications

For further details on specifications, please see the LUCAS 3, v3.1 Data Sheet (GDR 3336665) or LUCAS 3, v3.1 Instructions for Use.

## Therapy

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- Rate:  $102 \pm 2$  compressions per minute
- Depth:  $2.1 \pm 0.1$  inches /  $53 \pm 2$  mm\*
- Compression duty cycle:  $50 \pm 5\%$
- ACTIVE 30:2 mode: 30:2 compression to ventilation ratio
- ACTIVE Continuous mode
- Ventilation alerts and pauses

Above specifications are factory default settings and for nominal patients. The LUCAS 3, v3.1 setup options allows you to tailor rate, depth and ventilation alerts and pauses within certain values, as well as setting up an optional audible timer, sending device data reports and connecting to Wi-Fi networks.

\*For smaller patients with sternum height less than 7.3 inches / 185 mm:  $1.5$  to  $2.1 \pm 0.1$  inches /  $40$  to  $53 \pm 2$  mm

## Device

---

### Dimension

- Assembled (HxWxD):  
22.0 x 20.5 x 9.4 inches / 56 x 52 x 24 cm
- In carrying case (HxWxD):  
22.8 x 13.0 x 10.2 inches / 58 x 33 x 26 cm

### Weight

- Device with Battery (no straps): 17.7 lbs / 8.0 kg
- Battery: 1.3 lbs / 0.6 kg

### Environment

- Operating temperature:  
+32°F to +104°F / +0°C to +40°C  
-4°F / -20°C for 1 hour after storage at room temperature
- Storage temperature:  
-4°F to +158°F / -20°C to +70°C
- Device IP classification (IEC 60529): IP43

## Eligible patients

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- No patient weight limitation
- Chest height: 6.7 to 11.9 inches / 17.0 to 30.3 cm
- Maximum chest width: 17.7 inches / 44.9 cm

## Power specifications

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Power source: Proprietary battery alone or with external power supply or car power cable

### Battery

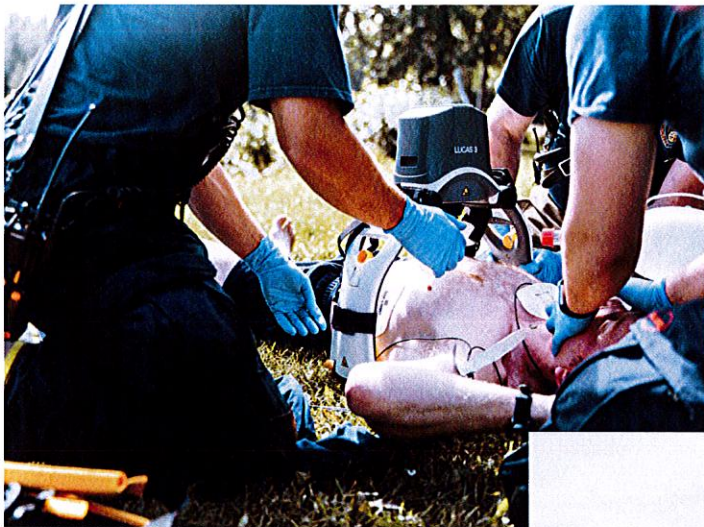
- Type: Rechargeable Lithium-ion Polymer (LiPo)
- Capacity: 3300 mAh (typical), 86 Wh
- Voltage (nominal): 25.9 V
- Run time (nominal patient): 45 minutes (typical).  
Extended run time connecting to external power supply
- Service life: Recommendation to replace battery every 3 to 4 years or after 200 uses

### Power supply

- Input: 100-240VAC, 50/60Hz, 2.3A, Class II
- Output: 24VDC, 4.2A
- Car power cable: 12-28VDC/0-10A
- Charging (at room temperature, +72°F / +22°C)  
Using external power supply:
  - Less than two hours
- Using external battery charger:
  - Less than four hours



# Your partner in life support



—in the **field**



—on the **move**



—in the **hospital**

#### Reference:

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7. Based on internal and external marketing and financial data (as of August, 2018).
8. If each device is conservatively used 1/month.
9. Case study Regions Hospital St. Paul, GDR 3318844\_A.
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15. Axelsson C, Herrera M, Fredriksson M, et al. Implementation of mechanical chest compression in out-of-hospital cardiac arrest in an emergency medical service system. *Am J Emerg Med*. 2013;31(8):1196-1200.
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18. Anantharaman V, Ng B, Ang S, et al. Prompt use of mechanical cardiopulmonary resuscitation in out-of-hospital cardiac arrest: The MECCA study report. *Singapore Med J*. 2017;58(7):424-431.
19. Wagner H, Madsen Hardig B, Rundgren M et al., Mechanical chest compressions in the coronary catheterization laboratory to facilitate coronary intervention and survival in patients requiring prolonged resuscitation efforts. *Scand J Trauma Resusc Emerg Med*. 2016; 24:4.
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22. William P, Rao P, Kanakadandi U, et al. Mechanical cardiopulmonary resuscitation in and on the way to the cardiac catheterization laboratory. *Circ J*. 2016;25;80(6):1292-1299.
23. LUCAS brochure GDR 3303294\_B.

**The LUCAS 3 device is for use as an adjunct to manual CPR when effective manual CPR is not possible (e.g., transport, extended CPR, fatigue, insufficient personnel).**


**Physio-Control is now part of Stryker.**

**For further information, please contact your Stryker or Physio-Control representative or visit our website at [www.strykeremergencycare.com](http://www.strykeremergencycare.com)**

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GDR 3336670\_G

**LUCAS<sup>®</sup> 2|3**

Chest Compression System

**Genuine** Accessories



**LUCAS 2|3** Chest Compression System



# Your partner in life support

The LUCAS chest compression system provides Guidelines-consistent, high-quality chest compressions to sudden cardiac arrest patients under difficult conditions and for extended periods of time to give you a greater chance to improve patient outcomes as well as increase team safety and efficiencies.

In this catalog you will find the overview of optional power solutions and accessories for LUCAS 2 and LUCAS 3 devices.

If you have any questions about the LUCAS device, accessories or disposables, please contact your Stryker/Physio-Control representative.

## **LUCAS 3 chest compression system, version 3.1**

The LUCAS device is shipped with one battery, patient straps, stabilization strap, two disposable suction cups, a carrying case and the Instructions for Use. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management.

### **LUCAS 3 device, v3.1, in shipping box**

99576-000063 English  
99576-000064 International-English  
99576-000065 International-English, French  
99576-000069 Danish, Swedish, Norwegian  
99576-000070 Swedish, Finnish  
99576-000082 Icelandic  
99576-000071 German  
99576-000072 German, French, Italian  
99576-000073 German, French, Dutch  
99576-000074 Italian, Spanish, Portuguese  
99576-000075 Polish  
99576-000077 Estonian, Latvian, Lithuanian  
99576-000078 Croatian, Romanian, Slovenian  
99576-000079 Czech, Hungarian, Slovakian  
99576-000080 Greek, Turkish, Hebrew





## Accessories for LUCAS 3 devices

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### **LUCAS Carrying Case, Hard Shell**

The LUCAS Hard Shell Case with Top Window for quick battery check and Rear Charge Port is the best way to protect your LUCAS device and carry your spare battery and accessories. Compatible with LUCAS 3 and LUCAS 2 devices.

**11576-000094**



### **LUCAS Back Plate, Slim**

The slim, low profile back plate is easy to deploy, adjust, strap to transportation devices and clean. Compatible with LUCAS 3 and LUCAS 2 devices.

**11576-000088**



### **LUCAS Bumper Integrated Shaft Seal, Black Pair**

The black rubber bumper accessory matches the colors of the LUCAS 3 device and is available to protect the hinge end caps.

**11576-000091**



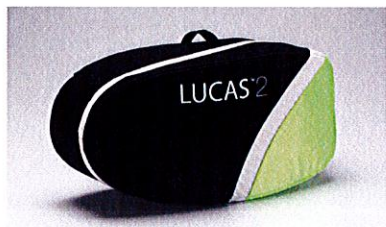
### **Anti-slip Tape, LUCAS Back Plate, Slim**

The anti-slip tape is designed to increase the friction of the back plate and to reduce the risk of the device slipping when in contact with other hard surfaces (e.g., spine boards). Six strips in each pack.

**11576-000089**

**11576-000090 (3-Pack)**

# Accessories for LUCAS 2 devices



## LUCAS 2 Carrying Bag

LUCAS 2 device is stored and carried in a soft padded carrying bag complete with storage pouches for a spare battery and external power supply.  
**11576-000038**



## LUCAS 2 Back Plate

Replacement LUCAS 2 back plate is available in the event of damage or contamination of original.  
**21996-000044**



## LUCAS 2 Back Plate Anti-slip Tape

The LUCAS 2 back plate anti-slip tape is designed to increase the friction of the back plate and to reduce the risk of the device slipping when in contact with other hard surfaces (e.g., spine boards).

**11576-000052**

**11576-000053 (3 Pack)**



## LUCAS 2 Rubber Bumper with Integrated Shaft Seal (Pair)

If your device has hinges protected by the rubber bumper on your device support legs please order the Rubber Bumper with the integrated shaft seal (pair). The majority of LUCAS 2 devices require this bumper.

**11576-000072**

If you are still unsure which part you need, please contact customer support.



## LUCAS 2 Rubber Bumper (Pair)

If your device has a plastic cap on the support leg hinges please order the Rubber Bumper without integrated shaft seal (pair). LUCAS 2 devices older than 2012 may require this bumper.

**11576-000070**

If you are still unsure which part you need, please contact customer support.



## **LUCAS 2|3** Chest Compression System

# Shared disposables, batteries & power accessories

For use with LUCAS 3 or LUCAS 2 devices



### **LUCAS Disposable Suction Cup**

LUCAS device has a disposable suction cup which can be easily changed after each use.

**11576-000046** (3-Pack)

**11576-000047** (12-Pack)



### **LUCAS Stabilization Strap**

The Stabilization strap is used to provide further stabilization relative to the patient and to prevent downward movement of the LUCAS device during operation. Each package includes the neck strap and a pair of support leg straps.

**21576-000074**

**21576-000075** (4-Pack)



### **LUCAS Patient Straps**

The LUCAS patient straps are used to secure the patients arms to the support legs of the LUCAS device during transportation.

**11576-000050** (Pair)

**11576-000051** (Pair, 3-Pack)



### **LUCAS Battery**

The LUCAS battery is a rechargeable Lithium-Polymer (LiPo) battery which typically last for 45 minutes of operation. You can charge the battery quickly, less than 2 hours in the device if connected to the external power supply or car power cable, and less than 4 hours in the desktop charger.

**11576-000080** (Dark Grey-LUCAS 3 device)

**11576-000039** (Light Grey-LUCAS 2 device)

Either battery will work in either device, color is the only difference.



### **LUCAS Battery Desk-Top Charger**

The external battery desk-top charger is a stand-alone unit intended to charge one LUCAS Battery. It typically takes less than 4 hours to charge the battery. A mounting bracket is included for space-saving installation.

**11576-000060** (U.S., Canada)

**11576-000061** (EU)

**11576-000062** (UK)

**11576-000063** (Australia)

**11576-000068** (Japan)



### **LUCAS Aux Power Supply (S/N 3009 0181 and above)**

The external power supply (100-240VAC, 50/60 Hz) can be connected to the LUCAS device and supports prolonged operation as well as charging of the LUCAS Battery while in the device.

**11576-000071** (U.S., Canada)

**11576-000056** (EU)

**11576-000057** (UK)

**11576-000058** (Japan)

**11576-000059** (Australia)

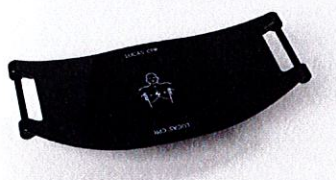
**11576-000067** (Switzerland)



### **LUCAS Car Cable**

The car cable (12-28V DC) can be connected to the LUCAS device. It supports prolonged operation as well as less than 2 hour charge time of the LUCAS battery while in the device.

**11576-000048**



### **LUCAS PCI Back Plate**

The carbon fiber LUCAS PCI back plate is intended specifically for use in the cath lab. It is fully radiotranslucent, with minimum shadows. The PCI back plate is compatible with LUCAS 2 and LUCAS 3 devices.

**11576-000064**



# Instructions for Use and training



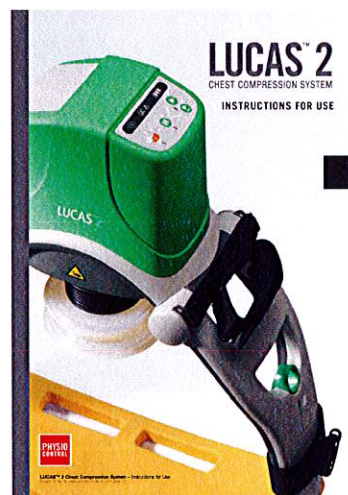
## LUCAS 3 Instructions for Use (version 3.1)

26500-003923 English (EN)  
 26500-003924 International-English (INTL-EN)  
 26500-003925 German (DE)  
 26500-003926 French (FR)  
 26500-003927 Dutch (NL)  
 26500-003928 Danish (DA)  
 26500-003929 Swedish (SV)  
 26500-003930 Norwegian (NO)  
 26500-003931 Finnish (FI)  
 26500-003932 Italian (IT)  
 26500-003933 Greek (EL)  
 26500-003934 Spanish (ES)  
 26500-003935 Portuguese (PT)  
 26500-003936 Czech (CS)  
 26500-003937 Polish (PL)  
 26500-003938 Hungarian (HU)  
 26500-003940 Japanese (JA)  
 26500-003941 Turkish (TR)  
 26500-003942 Croatian (HR)  
 26500-003943 Chinese (ZH)  
 26500-003944 Slovakian (SK)  
 26500-003945 Korean (KO)  
 26500-003946 Hebrew (HE)  
 26500-003948 Romanian (RO)  
 26500-003949 Estonian (ET)  
 26500-003950 Latvian (LV)  
 26500-003951 Lithuanian (LT)  
 26500-003952 Slovenian (SL)  
 26500-003953 Icelandic (IS)



## LUCAS 3 Instructions for Use (version 3.0)

26500-003716 English (EN)  
 26500-003717 International-English (INTL-EN)  
 26500-003718 German (DE)  
 26500-003719 French (FR)  
 26500-003720 Dutch (NL)  
 26500-003721 Danish (DA)  
 26500-003722 Swedish (SV)  
 26500-003723 Norwegian (NO)  
 26500-003724 Finnish (FI)  
 26500-003725 Italian (IT)  
 26500-003726 Greek (EL)  
 26500-003727 Spanish (ES)  
 26500-003728 Portuguese (PT)  
 26500-003729 Czech (CS)  
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 26500-003731 Hungarian (HU)  
 26500-003733 Japanese (JA)  
 26500-003734 Turkish (TR)  
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 26500-003736 Chinese (ZH)  
 26500-003737 Slovakian (SK)  
 26500-003738 Korean (KO)  
 26500-003739 Hebrew (HE)  
 26500-003741 Romanian (RO)  
 26500-003742 Estonian (ET)  
 26500-003743 Latvian (LV)  
 26500-003744 Lithuanian (LT)  
 26500-003745 Slovenian (SL)  
 26500-003746 Icelandic (IS)



## LUCAS 2 Instructions for Use (version 2.2)

26500-003588 English (EN)  
 26500-003589 International-English (INTL-EN)  
 26500-003590 German (DE)  
 26500-003591 French (FR)  
 26500-003592 Dutch (NL)  
 26500-003602 Danish (DA)  
 26500-003593 Swedish (SV)  
 26500-003594 Norwegian (NO)  
 26500-003595 Finnish (FI)  
 26500-003596 Italian (IT)  
 26500-003597 Greek (EL)  
 26500-003598 Spanish (ES)  
 26500-003599 Portuguese (PT)  
 26500-003600 Czech (CS)  
 26500-003601 Polish (PL)  
 26500-003603 Hungarian (HU)  
 26500-003604 Russian (RU)  
 26500-003605 Japanese (JA)  
 26500-003606 Turkish (TR)  
 26500-003607 Croatian (HR)  
 26500-003608 Chinese (ZH)  
 26500-003609 Slovakian (SK)  
 26500-003610 Korean (KO)  
 26500-003648 Hebrew (HE)  
 26500-003649 Bulgarian (BG)  
 26500-003650 Romanian (RO)  
 26500-003651 Estonian (ET)  
 26500-003652 Latvian (LV)  
 26500-003653 Lithuanian (LT)  
 26500-003654 Slovenian (SL)

For version 2.1 please contact customer service.



## LUCAS 3 Training Device

The LUCAS 3 Training Device is a non-clinical device intended for training purposes only. It should only be used on manikins.

LUCAS 3 99576-000083

Comprehensive training resources for LUCAS 3 can be downloaded at [physio-control.com/lucas](http://physio-control.com/lucas).

**Physio-Control is now part of Stryker.**

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Fax 877 247 7925

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## CITY OF SHEBOYGAN

### TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.

2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.

3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.

4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. **Energy Efficiency.** Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used).** Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
10. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
14. **Termination for Convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.
15. **Termination for Cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30)



days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

16. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. **Prohibitions on Discrimination.** Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

19.6. Title IX of the Education Amendments of 1972 (Title IX), (20 U.S.C. 1681 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 28, which prohibits discrimination on the basis of sex in any federally funded education program or activity

20. **Financial and Program Management** As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Agreement shall be retained for a period of five (5) years after all of the City's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3 Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the City in order to comply with 2 CFR Appendix XII to Part 200

20.4 SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management (“SAM”)) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR § 25.110.

21. **Drug-Free Workplace.** Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. **Relocation Assistance.** Where an agreement or project requires the relocation of persons or such person’s personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. **Incorporation of Required Clauses and Conditions.** To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the City of Sheboygan and the Room Tax Commission, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

**This form is required only for subrecipient funding of more than \$100,000**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_

Date: \_\_\_\_\_

Signature of Contractor's authorized official

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order 12549 requires that all contractors receiving individual awards, using federal funds and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signing below, Contractor certifies that its organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html>.

Your signature certifies that neither you nor your principal is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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Date: 

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Signature of Contractor's authorized official

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(Print name of person signing above)

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(Print title of person signing above)