General Requirements

St. Louis Community College (the “College”) requires that all bids be signed by a duly authorized representative of the bidder and received in the College’s Purchasing Department by emailing to cgreen2@stlcc.edu or faxing to (314/539-5227) on or before the time and date of the bid opening specified below or their BID MAY BE REJECTED.

The College retains the right to reject any and all bids, to award a bid on an item-by-item or all-or-nothing basis and to make the sole determination of what constitutes an acceptable equal product. If bidders offer alternate products in their bid, they must include complete written specifications or their bid may be rejected. Bidders must also include copies of all applicable documents such as, but not limited to, contracts, sales agreements and licenses. The College retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the College’s specifications, terms or conditions of purchase. Bidders may submit more than one response to this bid request.

The College will accept no changes, additions or deletions to a bid after the time and date of the bid opening stated below. By signing and submitting this bid, the bidder is offering to provide the specified items and services at the price quoted, under the terms and conditions set forth in their bid response. If this bid is accepted by the College, it becomes a binding contract and the successful bidder will be required to honor all prices, terms and conditions specified therein. Failure to comply with this requirement will result in forfeiture of the bid award and may also result in suspension from the College’s list of bidders in good standing.

INVITATION FOR BID #: B0003025

DATE & TIME OF BID OPENING: May 16, 2012 @ 2:00 PM LOCAL TIME

Item/Service Requested: 45 AED Units

Purchased For: District - Wide

Coordinator/Buyer: Cynthia Green

Telephone: 314-539-5227

College request ship date of: ASAP

College requests Net 30 terms & FOB destination.

Bidder quotes ship date of: ________________

Bidder quotes:

Payment Terms: ____________

Bidder guarantees quotation for ________ calendar days from bid closing date.

FOB Point: ________________

__________________________________________

(Seller - Company Name)

__________________________________________

(Print Name and Title)

__________________________________________

EMAIL: _______________________________

__________________________________________

(Area Code/Telephone # / FAX #)

__________________________________________

(City/State/Zip Code)
SPECIFICATIONS AND PRICING:

St. Louis Community College (herein after referred to as “College”) is soliciting bids for the purchase of a 45 AED units for use district-wide.

The Cardiac Science 9390A – Powerheart AED G3 Plus Automatic with 2010 AHA Guidelines protocols unit is specified to indicate the level of workmanship and performance required by the College. Bidders may offer an alternate brand/model meeting or exceeding the specifications of the bid by:
1) Indicating so within the bid, 2) identifying any exceptions to the bid specifications in the “ITEM OFFERED” column, 3) provide the Brand/Model, and 4) provide complete written specifications as published by the manufacturer. Failure to do so may result in the disqualification of your bid from further consideration.

The College reserves the right to make the sole determination of what is an acceptable alternate. The College reserves the right to require a demonstration of the identical equipment offered for bid, as an alternate, prior to award to ensure compliance to the specifications given.

Only new equipment will be considered. No used, remanufactured, refurbished, demonstration or previously-owned/repurchased equipment will be considered. The “full” manufacturer’s warranty must be applicable at time of purchase/delivery. This bid will be awarded on an all-or-nothing basis.

The AED units offered by bidders must meet the following performance and quality standards which includes but is not limited to the following:

<table>
<thead>
<tr>
<th>Unit Offered - __________________________</th>
<th>Price/Unit: $________________</th>
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<tbody>
<tr>
<td>Specifications:</td>
<td>Exceptions:</td>
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<tr>
<td>Defibrillator:</td>
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<td>Wall Mountable</td>
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<tr>
<td>Operations - fully automatic</td>
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<tr>
<td>Voice Prompts - instructions to guide user through rescue process</td>
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<tr>
<td>Text Screen - Display rescue prompts to guide user through rescue process as well as critical rescue information to EMS responders</td>
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<td>Visible Indicators - Rescue Ready Status Indicator, Battery Status Indicator, Service Indicator, PAD Indicator</td>
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<td>Audible Alerts - Voice Prompt, System Alert</td>
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<tr>
<td>Synchronized Shock - built-in automatic synchronization feature</td>
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<tr>
<td>Pacemaker Pulse Detection</td>
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<tr>
<td>Programmable</td>
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<tr>
<td>CPR cadence: Metronome for compression frequency</td>
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<tr>
<td>Warranty:</td>
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### PADS:
- Extended length of lead wire: 1.3 m/4.3 ft.
- Supplied: Self-checking, pre-connected to the AED Adult, pre-gelled, self-adhesive, disposable, non-polarized defibrillation pads
- Shelf life - 2 years
- Replacement/Maintenance Cost:

### Battery:
- Type - IntelliSense lithium battery
- Guarantee - 4 year, full operational replacement
- Replacement/Maintenance Costs:

### Automatic Self-Tests:
- Daily - Battery, pads (presence, function), internal electronics, Shock/Continue button, and software
- Weekly - Battery, pads (presence, function), internal electronics, partial energy charge, Shock/Continue button, and software
- Monthly - Battery, pads (presence, function), internal electronics, full energy charge cycle, Shock/Continue button, and software

### Event Documentation:
- Type - Internal Memory
- Internal memory - 60 minutes ECG data with event annotation, multiple rescue functionality
- ECG playback - viewable via software on PC
- Communications: Serial port or USB (via adapter) for PC
- Clock synchronization - Rescue event time stamp of event data

Please list any other accessories required or available and associated costs:
Shipping/Freight Charges $______________________________

BRAND/MODEL OFFERED: __________________________________________

WARRANTY OFFERED: ____________________________________________

DELIVERY ADDRESS

“Ship To” addresses: Saint Louis Community College
300 South Broadway
St. Louis, MO 63102
1. **CONTRACT TERMS** The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Supplier at any time. The acceptance by the College of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the College of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Contract. Any different or additional terms, other than those contained in this Contract, which are contained in any acceptance, acknowledgement, invoice or other document transmitted by Supplier to the College are hereby objected to.

2. **TRANSPORTATION CHARGES** The College will not accept "Collect" shipments. Unless agreed to otherwise all delivery terms shall be F.O.B. Destination with Supplier bearing all freight charges and risk of rejection. When terms agreed to by the College are F.O.B. Origin, Supplier shall prepay and fully insure all items for replacement cost and include changes on invoice with bill of lading attached.

3. **TIME OF DELIVERY** Time is of the essence of this Contract. If deliveries are not made at the time agreed upon in this Contract, the College reserves the right to cancel and to purchase elsewhere and hold Supplier accountable for any additional cost or expense incurred by the College.

4. **INSPECTION AND ACCEPTANCE** No material or service received by the College pursuant to this Contract shall be deemed accepted until the College has had reasonable opportunity to inspect same. Material or service which is defective or does not conform to any Warranty of the Supplier herein upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Supplier’s expense, for full credit or replacement. No goods returned as defective shall be replaced without Buyer’s written authorization. Such return shall in no way affect College’s discount privileges. Such right to return offered to the College arising from the College’s receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the College may have therefore.

5. **COMPLIANCE WITH SPECIFICATIONS** No payment will be rendered for materials or services delivered that fail to meet specifications as offered in bid.

6. **PACKAGING** the College will not be liable for any charges for drayage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. **SUPPLIERS WARRANTIES** Supplier expressly warrants that all articles, material, and work, covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller warrants that College shall have good and marketable title to all articles, materials and work supplied, free and clear of all liens and encumbrances. Such warranty shall survive delivery and shall not be deemed waived either by reason of the College’s acceptance of said materials or goods, or by payment for them.

8. **QUANTITIES** The College assumes no obligation for materials or services delivered in excess of the quantities ordered hereunder.

9. **INVOICES** Delivery of all materials and services must be completed by the date specified. Unless otherwise stated, partial deliveries will be accepted, provided the College is invoiced only for the portion shipped. Failure to comply will delay payment as the College pays all invoices only in full. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges.

10. **INTELLECTUAL PROPERTY** Supplier guarantees that the articles described herein and the sale or use will not infringe upon a U.S. or foreign patent, trademark other form of intellectual property and covenants that he will, at his own expense, defend every claim or suit which may be brought against the College, or those using the College’s product (provided Supplier is promptly notified of claim or suit and papers therein are delivered to Supplier) for any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of sale or use of such articles and Supplier agrees that he will pay all costs, damages and profits recoverable in such claim or suit.

11. **FORCE MAJEURE** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

12. **BANKRUPTCY OR INSOLVENCY** In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.
13. ASSIGNMENT OR SUBCONTRACT This Contract, or any rights, obligations, or duties may not be assigned by Supplier without College’s written consent and any attempted assignment without such consent shall be void. No person, firm, or party may be awarded a subcontract under this Contract without the express written approval of the College.

14. TERMINATION OF CONTRACT The College reserves the right to terminate the Contract at any time if any of the provisions of this Contract, including Supplier’s Warranties, are violated by the Supplier or by any of his sub-suppliers, in the sole judgment and discretion of the College. In the event of such termination the Supplier shall be liable for any excess costs incurred by the College.

15. LAW GOVERNING THIS CONTRACT This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

16. COMPLIANCE WITH APPLICABLE LAWS The Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

17. NON-DISCRIMINATION IN EMPLOYMENT In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

18. NOTICE AND SERVICE THEREOF Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

19. INSURANCE (a) Insurance Requirements The Supplier shall secure at his/her own expense, with insurance carriers acceptable to the College, before commencement of work, a certificate evidencing comprehensive general liability insurance from a company having a policyholder rating of “A” or better and a financial rating of “AA” or better in the latest edition of Best’s Insurance Reports. Said insurance shall provide minimum limits of liability for injuries and death existing under applicable Workmen’s Compensation statutes, ordinances or regulations. Furthermore, said insurance shall provide comprehensive general liability insurance with minimum bodily injury limits of $2,000,000.00 aggregate and property damage limit of $300,000.00 each occurrence and in the aggregate, specifically naming the College as an insured and protecting the College and holding it harmless from any and all liability of whatever kind or character occasioned on account of the negligent acts or omissions of the Supplier or its agents, Subsuppliers or employees. In addition, the Supplier shall have in force at all times insurance covering the full value of the goods of the College in the possession of the Supplier. The Supplier shall provide comprehensive automobile liability policies with property damage limits of $2,000,000.00 and minimum bodily injury limits of $2,000,000.00 each occurrence. (b) Rental/Lease Agreements The Supplier will maintain comprehensive general public liability and property damage insurance with respect to its use, operation, possession, and maintenance of equipment. Loss or damage from any cause, whatsoever, to the equipment or devices supplied by the Supplier shall be the responsibility of the Supplier. This is construed to mean loss or damage while enroute as well as while equipment is located on the College premises.

20. INDEMNIFICATION The Supplier shall indemnify, protect, defend and hold harmless the College and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys’ fees and court costs, arising from or connected with any damages for personal injury or to property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents, subsuppliers or employees.

21. Changes The Manager of Purchasing may at any time, by written order, make changes or additions, within general scope of the Contract or to drawings, designs, specifications, instructions for work, method of shipment or packing or place or delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract, the Supplier shall notify the Manager of Purchasing in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be asserted within 30 days of receipt of written order. Nothing herein contained shall excuse the Supplier from proceeding with the contract as changed.

22. COMPLETE AGREEMENT The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto including changes under paragraph 20 above, must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.