INVITATION FOR BID NUMBER B0003088

Department of Purchasing
300 South Broadway
St. Louis, MO 63102

SPECIFICATIONS

FOR

One (1) Non Clinical, Series E, ACLS Manual Defibrillator with Advisory Capabilities

FOR ADDITIONAL INFORMATION, CONTACT:
Irma Wittendorfer, Buyer
Phone: 314 539-5226 or email: iwittendorfer@stlcc.edu

IFB OPENING DATE: Thursday, October 11, 2012
IFB OPENING TIME: 3:00 p.m., local time

Date Issued: September 27, 2012
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 fax (FAX 314/539-5409) 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 #: B0003088  Date Issued: 9/27/2012

DATE & TIME OF BID OPENING: Thursday, October 11, 2012 @ 3:00 PM LOCAL TIME

Item/Service Requested: One (1) Non Clinical, Series E, ACLS Manual Defibrillator with Advisory Capability

Purchased For: EMS Program Department, Forest Park, 5600 Oakland, St. Louis, MO 63110

Coordinator/Buyer: Irma Wittendorfer  Telephone: 314-539-5226

College request ship date of: 2 weeks ARO

Bidder quotes ship date of: / / , terms & FOB destination.

Freight: $ Payment Terms:

Bidder guarantees quotation for calendar days from bid closing date. FOB Point:

(Seller - Company Name)

FEDERAL TAX ID:

(Company Address)

(City/State/Zip Code)
St. Louis Community College is soliciting bids for the purchase of one (1) manual defibrillator with advisory capabilities for the EMS Program Department at the Forest Park Campus located at 5600 Oakland, St. Louis, Mo. 63110.

Although the specifications are based on a specific brand and model, the College will give consideration to alternate brands provided they meet or exceed the brand specified.

Bids will be accepted on the defibrillator specified herein or an approved equal meeting or exceeding the specifications. The defibrillator described in this Invitation for Bid is identified by brand name and model number to facilitate the understanding of the level of quality and workmanship required by the College. Identification by brand name or "approved equal" is in no way to be construed as a restriction or requirement that any item bid must be a specific brand or model. However the College does retain the right to make the sole determination of what constitutes an approved equal product meeting the specifications.

If you are submitting an alternate product, you must include with your response detailed specifications on the brand and model offered. Failure to include this information will result in the disqualification of your bid.

Failure to comply with all requirements of this bid may result in the disqualification of your bid. Please quote on the item listed below.

SECTION I – PRICING:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Non Clinical E Series ACLS Manual Defibrillator with Advisory Capability.</td>
<td>1</td>
<td>$_____________</td>
</tr>
</tbody>
</table>

Brand: Zoll, Model #80201310020124014

(Or an approved equal meeting or exceeding the specifications)

MEETING/EXCEEDING THE FOLLOWING SPECIFICATIONS:  

1. See-Thru CPR, Real CPR Help Advisory Capability
2. 12-lead with 1-step patient cable
3. Sp02 (with EtC02 port) with re-useable sensor and 4 ft. cable
4. Integrated Bluetooth and Noninvasive Pacing
5. Includes: AC Power, Printer, Protocol Assist Code Markers and GPS Clock Auto Sync. TriMode Display
6. 3-led ECG Patient Cable, Universal Cable
7. Two Rechargeable Sealed Lead Acid Batteries, RS-232 Data Transfer Port, Expanded SoftPack
8. Carry Case and Rapid Deployment System.
9. AC Power Cord, 12” AC Extension Cord,
10. One package of Recorder Paper

-TO BE CLEARLY MARKED “NOT FOR PATIENT USE”

BRAND/ MODEL OFFERED ________________________________

WARRANTY OFFERED ________________________________
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>1 Step Patient Cable 12-lead ECG with limb leads and v leads (10ft) Zoll, Model#8000-1007-01</td>
<td>1</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td>BRAND/MODEL OFFERED:____________________________</td>
<td></td>
<td>WARRANTY OFFERED:__________________________</td>
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<tr>
<td>3.</td>
<td>Sp02 LNCS Reusable 4th Patient Cable Zoll, Model# 8000-0298</td>
<td>1</td>
<td>$__________</td>
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<tr>
<td></td>
<td>BRAND/MODEL OFFERED:____________________________</td>
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<td>WARRANTY OFFERED:__________________________</td>
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<td>4.</td>
<td>Sp02 LNCS Adult Reusable Sensor</td>
<td>1</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td>BRAND/MODEL OFFERED:____________________________</td>
<td></td>
<td>WARRANTY OFFERED:__________________________</td>
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<td>5.</td>
<td>FREIGHT / DELIVERY CHARGES</td>
<td></td>
<td>$__________</td>
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<tr>
<td>TOTAL BID</td>
<td></td>
<td></td>
<td>$__________</td>
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</tbody>
</table>
1. CONTRACT TERMS The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract not withstanding any language contained in any invoice, packing 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 transportation charges 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 charges on invoice with bill of lading attached.

3. TIME OF DELIVERY Time of 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 at the time of 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 the Governing Covenants and Conditions of the price and of the Contract. 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 drainage, 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 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 invoice is issued 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 of the 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 delivered to Supplier) for any patent infringement (whether or notFunny 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 MAJESTY 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, whether by operation of law, merger, sale, comme., merger, assignment, sale, transfer, lease or otherwise, shall be null and void. No assignment or delegation by Supplier to its agents, employees, or subcontractors, or any person claiming through Supplier, shall be deemed made, unless the instrument of such assignment or delegation is approved in writing by College.

14. TERMINATION OF CONTRACT The College reserves the right to terminate this 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 a 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 whatsoever 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 registered mail, to the Supplier at his last known 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 financial 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 maximum limit of liability for injuries and death existing under applicable Workmen's Compensation statutes, ordinances or regulations. Furthermore, said insurance shall also provide protection against procedures and performs and property damage liability of $1,000,000.00 each occurrence 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 in 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 person and $2,000,000.00 each occurrence. (b) Rental/Lease Agreements The Supplier shall 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 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.

23. YEAR 2000 COMPLIANCE The Supplier warrants that each hardware, software and firmware product delivered under this Contract, without limitation, shall be able to accurately process data included, but not limited to, calculating, recording, reporting and sequencing, from, into and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with product documentation provided by the manufacturer, provided that all listed or unlisted product (e.g., hardware, software, firmware) used in combination with such listed product properly exchange data with it. If the Contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products of a system. The Supplier shall demonstrate to the satisfaction of the College the capability of a product to perform the aforementioned date functions. The College may, prior to acceptance, require the Supplier to demonstrate to the satisfaction of the College the capability of a product to perform the aforementioned data functions. Failure to meet this requirement is a defect and the College may decline to accept the product or service. In that event, the Contract shall be terminated automatically and the vendor shall return any sums the College may have paid to the seller. This Year 2000 warranty and remedy shall be in addition to any other which may be provided with respects to defects other than Year 2000 performance. It shall not be limited by any disclaimers or limitations elsewhere contained in the Contract.