INVITATION TO BID
NUMBER 1697

Purchase of Defibrillators

Foothill – De Anza Community College District

Bids Submittal Deadline: Thursday, May 22, 2014 at 2:00 PM
in the office of the PURCHASING SERVICES DEPARTMENT
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Bidders must complete, sign, and return entire bid packet by the bid opening date and time.
NOTICE TO BIDDERS

The Foothill-De Anza Community College District, 12345 El Monte Road, Los Altos Hills, California, 94022-4599 hereby invites sealed proposals for furnishing materials, supplies, equipment or services, as the case may be, in accordance with the applicable specifications:

INVITATION TO BID NUMBER 1697
Purchase of Defibrillators
Foothill – De Anza Community College District

Bids shall be made on forms prepared by the District. Bid document can be obtained at http://purchasing.fhda.edu/stories/storyReader$84. Amendments, if any, will also be posted on the above website. There is no charge to sign up. Bidders can obtain the document by contacting Gina Bailey at baileygina@fhda.edu or (650) 949-6165. Sealed bids will be received at the office of the Director, Purchasing Services, FOOTHILL – DE ANZA COMMUNITY COLLEGE DISTRICT, 12345 El Monte Road, Los Altos Hills, CA., 94022-4599 until Thursday, May 22, 2014 at 2:00 PM at which time bids will be publicly opened. Any bids received after the time specified in this notice shall be returned unopened. Each bidder must complete a Certificate of Nondiscrimination in Employment. Said certificate shall be delivered as part of the sealed bid.

Award of the contract, if it is made, will be made to lowest responsive and responsible bidder. Any modification or alteration to terms or conditions contained in this Invitation to Bid will be cause for rejection of the bid.

No bid received and read by the District may be withdrawn for a period of ninety (90) days after date of opening thereof.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals, and to waive any irregularities or informalities that may be legally waived.

Advertise: April 22 and April 29, 2014

BOARD OF TRUSTEES
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By: Gina Bailey, C.P.M.
Purchasing Services
Phone: (650) 949-6165
SECTION 1. GENERAL REQUIREMENTS

KEY DATES

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1.01. Scope of Purchase:
The purpose of this Invitation to Bid is to purchase a total of six (6) non-clinical defibrillator units and related accessories for the purpose of teaching students enrolled in the Emergency Medical Technician program at the Middlefield campus of Foothill College. Therefore, it is not required that the defibrillators be signed off by the FDA for live patient usages.

1.02. Basis of Award:
Award of this contract will be made to the lowest responsive and responsible bidder whose bid conforms to the requirements of this invitation. For your bid proposal to be considered, bidders must quote all line items listed on the Bid Form in Section 5. The District shall award the bid to one vendor.

1.03. Equals or Substitutions:
The District reserves the right to permit exceptions to or deviations from the specification if an article offered substantially meets or exceeds the specifications including warranty provisions and is deemed by the District to be satisfactory for its intended use. The District will be the sole judge in determining acceptable equals.

The bidder must clearly indicate the manufacturer and model numbers offered. Items offered must be equipped with all necessary parts, whether standard or optional, to provide all features and capabilities specified herein.

All exceptions to the specifications must be explained in writing by the bidder on company letterhead. The letter must be referenced on and attached to the bid. The vendor must include the manufacturer name, product name, and model number for each proposed equal. Additionally, for each proposed equal, the bidder must state that the equal item does deviate from the specified item or that it does not. If the equal item does deviate, the bidder must disclose all deviations. When items offered do not comply with the bid specifications, a detailed description of variance, feature by feature, must be furnished with the bid. Submission of descriptive literature alone does not meet this requirement. Furthermore, for all proposed equals, the bidder must submit complete product literature, technical specifications, and the contact information for three (3) public institutions that are using or have used the proposed product. The contact information should include the name of the institution, contact name, contact number, and an e-mail address. Bidders unable or unwilling to comply with this requirement shall be considered non-responsive and shall not be considered for award.
SECTION 1. GENERAL REQUIREMENTS

Bidder may be required, at the District’s option to submit a sample of the proposed equipment for testing purposes, at no extra charge or provide a local educational facility within 60 miles from Foothill College where the proposed equipment is currently in use. Equipment shall be returned upon request at bidder’s expense. The sample equipment must be supplied within ten (10) calendar days of District’s request.

1.04. Training:
Not applicable.

1.05. Delivery:
All deliveries must be sent FOB Destination. All equipment shall be sent as instructed on a District Purchase Order. All equipment must be delivered within 30-60 days after receipt of an authorized Purchase Order, unless otherwise mutually agreed upon. The Vendor is required to include the delivery charges in its bid prices. The District shall not be liable for any additional fees for delivery, storage, unpacking, demurrage or freight charges.

1.06. Warranty:
The bidder shall be an authorized dealer of the equipment offered in its proposal. The bidder shall include with its bid full warranty information on all components of the product(s) and/or services included in his bid. Unless otherwise agreed in writing by the parties, all implied and expressed warranties pursuant to the California Commercial Code, Sections 2312-2317, shall apply to the goods covered by this bid or P.O. Furthermore, unless otherwise specified and agreed to by the District, product warranties shall run for a minimum of twelve (12) months after delivery and acceptance. Claims for damages may include direct damages, such as cost to repair, as well as, incidental and consequential damages.

It shall be the responsibility of the Bidder to facilitate all warranty claims for equipment purchased as a result of this proposal. An authorized dealer at the District site shall service the items requiring repair or replacement during the warranty period without charge to the District. Requests for warranty service shall be made directly to the bidder. All warranty claims shall be processed in a timely manner.

1.07. Force Majeure Clause:
The District and the bidder shall be excused from performance hereunder during the time and to the extent that they are prevented from performance by act of God or of the public enemy, fire, storm, flood, explosion, earthquake, hurricane, riots, wars, hostilities, civil commotion, strikes or labor disputes, interruption of supply, law or regulation, court order, governmental action, or any other cause beyond the control of that party provided that satisfactory evidence thereof is
SECTION 1. GENERAL REQUIREMENTS

presented to other party which establishes that the non-performance is not due to the fault or neglect of the non-performing party.

1.08. Acceptance and Payment:
Payment will be made within thirty (30) days after the equipment has been received and accepted by District Staff. All invoices must be sent to Foothill – De Anza Community College District, Accounts Payable Office, or as directed on the purchase order.

1.09. Removal and Disposal of Existing Equipment:
Does not apply to this bid.

1.10. Familiarization with District Facilities:
Not applicable to this bid.

1.11. Code Compliance:
1.11.01. All work and materials shall comply with the latest rules, codes and regulations, including but not limited to:
   a. Occupational Safety and Health Act Standards (OSHA)
   b. NFPA #70: National Electric Code (NEC)
   d. Section 508 of the Rehabilitation Act of 1973: ADA Accessibility
d. All other applicable Federal, State and Local laws and regulations.

1.11.02. Code compliance is mandatory. The specifications do not permit acceptance of the product unless it conforms to these codes. Where the product specification is shown to exceed minimum code requirements, comply with the specifications.

1.12. DRUG-FREE Workplace:
The bidder, by entering an agreement with the District, does swear under penalty of perjury under the laws of the State of California that it is in compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The bidder shall:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violation as require by Government Code Section 8355(a).
   b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
      1. The dangers of drug abuse in the workplace,
      2. The person’s or organization’s policy of maintaining a drug free workplace,
      3. Any available counseling, rehabilitation and employee assistance programs, and
SECTION 1. GENERAL REQUIREMENTS

4. Penalties that may be imposed upon employees for drug abuse violations.
   c. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
      1. Will receive a copy of the company’s drug-free policy statement, and
      2. Will agree to abide by the terms of the company’s statement as a condition of employment on the contract or grant.

1.13. Piggyback Clause:
Other county offices of education, school districts and public agencies within California may desire to award a contract in response to this Invitation for Bid. If authorized by Bidder on the Bid Form, Bidder shall provide identical equipment and or services to these districts at the same prices and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the California Public Contract Code. The District waives the right to require districts and offices to draw their warrants in favor of the District as provided in said code sections. The bidder’s response regarding piggybacking will not be a factor in award of this bid.

END OF SECTION
SECTION 2. BID INSTRUCTIONS AND GENERAL CONDITIONS

2.01. No bid proposals shall receive consideration by the Foothill-De Anza Community College District for Invitation To Bid Number 1697 unless made in accordance with the following instructions:

The bidders shall submit a bid for the Purchase of Defibrillators, where provisions have been made to do so on the Bid Form. Each bidder may submit a maximum of ONE bid. Bidders who submit multiple bids will be disqualified from bidding. Bidder must complete, sign and return the entire bid document and one (1) photocopy of this entire bid document.

The envelope enclosing the proposal shall have stated thereon “Proposal for Purchase of Defibrillators, Invitation to Bid Number 1697”, and shall be addressed to Purchasing Services, Foothill-De Anza Community College District, 12345 El Monte Road, Los Altos Hills, California 94022-4599, Attention: Gina Bailey, Senior Buyer, Purchasing Services.

2.02. Deadline for Receipt of Proposals:
Bid proposals must be sealed and filed at the District Purchasing Department located at Foothill-De Anza Community College District, 12345 El Monte Road, Los Altos Hills, CA 94022-4599 no later than 2:00 PM, May 22, 2014. All bids must be received prior to that time. The District suggests that bids be hand delivered in order to insure their timely receipt. Bid results shall constitute public record and shall be available for inspection following the bid opening.

2.03. Request for Information/Questions:
Should any discrepancies, omissions, or ambiguities be found in the bid document, the bidder shall notify District Purchasing, Attention: Gina Bailey, Senior Buyer, by e-mail or fax. Comments or questions must be e-mailed to baileygina@fhda.edu or faxed to (650) 948-5194. A question form is included in the Section 6, Appendix. If you do not use the form, you must still provide the details requested by the form. The District will respond by sending written instruction via bid amendment to all bidders. The District shall not be held responsible for oral interpretations. Questions must be received by noon on Monday, May 12, 2014. All amendments issued shall be incorporated into the bid.

2.04. Bid Proposal Forms:
Bid proposals must be made on forms obtained from the District. All items on the forms must be filled out. Numbers should be stated in figures, and signatures of all individuals must be in long hand.

2.05. Bid Security:
Bid security is not required for this proposal.
SECTION 2. BID INSTRUCTIONS AND GENERAL CONDITIONS

2.06. Withdrawal of Bid Proposals:
Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent.

2.07. Amendments or Bulletins:
Any amendments or bulletins issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

2.08. Award of Contract:
If an award is made, the District shall award the contract to the lowest responsive and responsible bidder. Award will be made or bids rejected by the District as soon as possible after bids have been opened. All bids will be opened and declared publicly.

(a) Bids are subject to acceptance at any time within ninety (90) calendar days after opening unless otherwise stipulated in the bid.
(b) The District reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
(c) The District expects to award a contract at the Board of Trustees meeting scheduled for Monday, June 16 or Monday July 7, 2014. Equipment shall not be purchased until successful bidder(s) is in receipt of an authorized District Purchase Order. Purchase Orders shall be issued as funding becomes available.

2.09. Execution of Contract:
This section is not applicable to this bid.

2.10. Evidence of Responsibility:
Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder’s financial resources, the bidder’s experience in the type of work required by the District, and any other required evidence of the bidder’s qualification to perform the proposed contract. Failure to submit satisfactory evidence to the District of a bidder’s responsibility to perform the proposed contract may result in rejection of the bid.

2.11. Discounts:
Any discounts which the bidder desires to provide the District must be stated clearly on the Bid Form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder. Discounts for prompt payment must allow at least ten (10) working days from receipt of invoice for processing, otherwise the prompt payment discount will not be considered by the District in the
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
Purchase of Defibrillators
Invitation To Bid Number 1697

SECTION 2. BID INSTRUCTIONS AND GENERAL CONDITIONS
determination of the lowest responsible bidder.

2.12. Bid Negotiations:
A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or similar shall be considered non-responsive and such bid shall not be considered for award.

2.13. Prevailing Law:
In the event of any conflict or ambiguity between these instructions and applicable law, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

2.14. Governing Law and Venue:
In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Santa Clara County.

2.15. Eligibility for State of California Pricing:
Bidders are hereby notified that the Foothill-De Anza Community College District is eligible for various public sector pricing agreements including State of California, CMAS, Foundation for California Community Colleges, and U.S. Communities.

2.16. Modifications of Bid Document Content Prohibited:
Bidders shall not modify the content of the bid documents. Bids based upon modified bid documents are subject to rejection by the District for non-responsiveness.

2.17. Bid Proposal Expenses:
The Foothill-De Anza Community College District is not liable for bid proposal preparation or submission expenses, which may be incurred by the bidders.

2.18. Standard Instructions and Conditions:
In the event of conflict between the District’s Standard Instructions and Conditions (Section 3) and other sections of this bid document, the language that is most advantageous to the District shall prevail. Additions of other terms and conditions by bidder are prohibited.

2.19. References:
See Section 6: Appendix, References.

END OF SECTION
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
Purchase of Defibrillators
Invitation To Bid Number 1697

SECTION 3: STANDARD INSTRUCTIONS AND CONDITIONS

Standard Instructions and Conditions for Invitations to Bid (ITB’S)
Requests for Proposals (RFP’S), Requests for Quotations (RFQ’S),
Purchase Orders (PO’S), and Contracts

SECTION I  Applicable to bids only.
Note: The reference to “bids” in the following paragraphs applies to ITB’s, RFP’s, and RFQ’s. The reference to “contracts” includes purchase orders.

1. PREPARATION OF BIDS:
   (a) All prices and notations must be printed in ink or typewritten. No erasures are permitted. Error’s may be crossed out and corrections printed in ink or typewritten nearby and must be initialed in ink by person signing bid.
   (b) Brand names and numbers are for reference only unless otherwise stated in the specification. Bids on equal items will be considered provided the bid clearly describes the article offered, and the District judges it to be equal in quality and performance. When items offered do not comply with the bid specifications, a detailed description of variance, feature by feature, must be furnished with the bid. Submission of descriptive literature alone does not meet this requirement.
   (c) State brand or make on each item. If offering other than the make, model, or brand specified, the manufacturer’s name and catalog number must be given, and descriptive literature must be attached to the bid.
   (d) Quote on each item separately. Prices should be stated in the units specified. Sales tax, if any, should be stated separately.
   (e) The District will not consider prompt payment discount terms that require payment in less than ten (10) days.
   (f) Quotes must be f.o.b. destination, freight prepaid and allowed. All applicable charges for freight, shipping, or handling must be included in the quoted prices.
   (g) Payment terms shall be net 30 days unless the bid form requires otherwise.
   (h) Time of delivery is a part of the bid and must be adhered to. Bidder shall state promised delivery in the column provided opposite an individual item. Time, if stated as a number of days, shall mean “calendar” days.
   (i) All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

2. SUBMISSION OF BIDS:
   (a) Each bid must be submitted on District forms in a sealed envelope with bid number, closing date and time noted on the outside of the envelope unless the bid instructions explicitly allow submission by another means such as fax or e-mail.
   (b) Bid modifications or corrections thereof received after the closing time specified will not be considered.
      EXCEPTIONS: 1. Late RFQ’s may be considered as long as other quotes submitted have not been publicly read or discussed.
                2. RFP’s and modifications or corrections thereof may be considered after the closing time specified at the discretion of the District’s Purchasing Director.

3. FAILURE TO BID: If you do not quote, return bid sheet and state reason, otherwise your name may be removed from our mailing list.

4. SAMPLES: Samples of items, when required, must be furnished free of expense to the District. If samples are not destroyed by tests they may be returned to the bidder at the bidder’s expense if so requested by bidder at the time it furnishes the samples.
SECTION 3: STANDARD INSTRUCTIONS AND CONDITIONS

5. TIE BIDS: All other factors being equal, the contract shall be awarded to the vendor that has a Santa Clara County business address or, if neither or both have such a business address, the contract may be awarded by the flip of a coin in the presence of witnesses, or the entire bid may be rejected and re-bid.

6. INTERPRETATION: Should any discrepancies or omissions be found in the bid documents, or doubt as to their meaning, the bidder shall notify the responsible District Buyer in writing at once. The Buyer will respond by sending written instruction or addenda to all bidders. The District shall not be held responsible for oral interpretations. Questions must be received at least six (6) District working days before bid opening. All addenda issued shall be incorporated into the bid.

7. AWARD:
   (a) Unless the bidder specifies otherwise in his bid response or the District’s bid document gives notice of an all-or-none award, the District may accept any item or group of items from any bid.
   (b) Bids are subject to acceptance at any time within ninety (90) calendar days after opening unless otherwise stipulated in bid.
   (c) The District reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

8. DISCLOSURE OF BID INFORMATION: After award, all bids shall be open to public inspection. The District assumes no responsibility for the confidentiality of information in a bid response.

9. BID PROTEST: Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:
   (a) The bid protest is in writing;
   (b) The bid protest is filed and received by the District’s Director of Purchasing Services not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
   (c) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Director of Purchasing Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District’s Director of Purchasing Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District’s Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the Director of Purchasing Services or his/her designee. Action by the District’s Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District’s Board of Trustees. The rendition of a written statement by the Director of Purchasing Services (or his/her designee) and action by the District’s Board of Trustees to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District’s intent to award the Contract, the District’s disposition of any bid protest, or the District’s decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.
SECTION 3: STANDARD INSTRUCTIONS AND CONDITIONS

SECTION II Applicable to bids and PO’s
Note: The reference to bids includes ITB’s, RFP’s and RFQ’s; the reference to Purchase Orders or PO’s includes Purchase Orders and Contracts. The term “Vendor” shall include “Contractor”.

1. ACCEPTANCE OF BID: A written Purchase Order mailed or otherwise furnished to the successful bidder within the time for Acceptance results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

2. DELIVERY:
   (a) For any exception to the delivery date as specified on this Purchase Order, Vendor shall give prior notification and obtain written approval from the responsible District Buyer. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver on time.
   (b) If Vendor has failed to specify a promised delivery time, it shall be 30 calendar days after receipt of Purchase Order unless the Purchase Order otherwise provides.
   (c) The acceptance by District of late performance, with or without objection or reservation, shall not waive the right to claim damage for such breach, and shall not constitute a waiver of the requirements for the timely performance of any other Vendor obligation.

3. SHIPPING INSTRUCTIONS: Unless otherwise specified by the District, all goods are to be shipped FOB Destination, freight prepaid and allowed, and unloaded to the dock. Where shipping addresses indicate room numbers, it will be the Vendor’s responsibility to make delivery to that location at no additional charge. If the District grants authorization to ship goods FOB shipping point, Vendor agrees to prepay all shipping charges, to route cheapest common carrier (unless other routing instructions are included on PO), to bill freight as a separate item on the invoice, and to attach a copy of the freight bill to the invoice if actual freight cost exceeds $100.00 or the estimated amount shown in the bid and on the PO, whichever is greater. It is also agreed that the District reserves the right to refuse COD shipments.

4. RISK OF LOSS: Regardless of FOB point, Vendor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to actual delivery to the District. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

5. TAXES, CHARGES AND EXTRAS:
   (a) Unless otherwise definitely specified by Vendor the prices quoted do not include sales or use taxes. Unless Vendor’s bid clearly indicates that no sales or use tax will be due, it will be assumed that sales or use tax will be added to the quoted price.
   (b) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the District, will be paid by the District unless expressly included and itemized in the bid.
   (c) The District does not pay Federal Excise Taxes (F.E.T.). Do not include these taxes in your bid price, but show the amount of any such tax as a separate information item. The District will furnish an exemption certificate in lieu of paying F.E.T. The District’s federal registration for such transactions is: District #94 1597718
   (d) The Vendor shall be responsible for payment of property tax on rented equipment.

6. IDENTIFICATION: All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order. Invoices will not be processed for payment until all items invoiced are received.

7. PAYMENT TERMS: Invoice payment terms will be computed either from the date of delivery and acceptance of the goods/services ordered, or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the purchase order, whichever date is later. Payment is deemed to have been made on the date the District mails the warrant. Invoices shall not be payable until all items listed on the invoice have been received and accepted by the District.
SECTION 3: STANDARD INSTRUCTIONS AND CONDITIONS

8. LATE PAYMENT CHARGES: The District shall not be responsible for late payment charges unless they are an express part of the contract or purchase order. A payment is late only if invoice payment time exceeds the time allowed by the payment terms. Computation of payment time shall be based on Section II, Paragraph 7 (seven), of the Standard Terms and Conditions.

9. NON-WAIVER BY ACCEPTANCE OF VARIATION: Neither acceptance of nor payment for any item furnished or work performed by the Vendor shall operate as a waiver of any of the provisions of this PO nor shall a waiver of any breach hereof be deemed to be a waiver of any other or subsequent breach.

10. ALTERATION OR VARIATION OF TERMS: It is mutually understood and agreed that no alteration or variation of the terms of this bid or PO shall be valid unless made in writing and signed by the parties hereto.

11. COMPLIANCE WITH STATUTE: Vendor hereby warrants that all applicable Federal, State, and local statutes, regulations, and local ordinances will be complied with in connection with the sale and delivery of the items furnished.

12. WARRANTY:
   (a) Vendor warrants to District and/or District’s customer that the goods and/or services covered by this order will conform to the drawings, specifications, samples, description and time provisions furnished by District and will be of first class material and workmanship and free from defects, and District reserves the right to cancel the unfilled portion of an order without liability to Vendor if the warranty is breached. Goods will be received subject to inspection and acceptance at destination by District, and risk of loss before actual delivery and acceptance shall belong to the Vendor. Defective goods rejected by District may, without prejudice to any other legal remedy, be held at Vendor’s risk and returned to Vendor at Vendor’s expense. Defects are not waived by acceptance of goods or by failure to notify Vendor thereof.
   (b) Unless otherwise agreed in writing by the parties, all implied and expressed warranties pursuant to the California Commercial Code, Sections 2312-2317, shall apply to the goods covered by this bid or PO. Furthermore, warranties shall run for a minimum of twelve (12) months after installation and acceptance and claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

13. PATENT INDEMNITY: The Vendor shall hold the District and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or PO.

14. LIENS, CLAIMS, AND ENCUMBRANCES: Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.

15. HOLD HARMLESS: The Vendor agrees to indemnify and save harmless the District, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Vendor in performance of this contract. The Vendor shall provide necessary workers compensation insurance at Vendor’s own cost and expense.

16. INDEPENDENT CONTRACTORS: The parties hereto agree that they are independent contractors toward each other and that the Vendor, and any agents and employees of Vendor, in the performance of this Purchase Order, are independent contractors and are not officers, employees, or agents of the District.
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
Purchase of Defibrillators  
Invitation To Bid Number 1697

SECTION 3: STANDARD INSTRUCTIONS AND CONDITIONS

17. RIGHTS AND REMEDIES OF DISTRICT FOR DEFAULT:
   (a) The district may terminate the PO or contract and be relieved of the payment of any consideration to Vendor should Vendor fail to perform the covenants therein contained at the time and in the manner herein provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Vendor under the PO or contract, and the balance, if any, shall be paid by Vendor upon demand.
   (b) In the event any item furnished by the Vendor in the performance of the PO or contract should fail to conform to the specifications therein, or to the sample submitted by the Vendor with his bid, the District may reject the same, and it shall thereupon become the duty of the Vendor to reclaim and remove the same forthwith without expense to the District and to immediately replace all such rejected items with others conforming to such specifications or samples; provided that should the Vendor fail, neglect, or refuse to do so the District shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such item and to deduct from any moneys due or that may thereafter become due to the Vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the District. In the event the Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the District to purchase in the open market and to reimbursement set forth above shall apply except when delivery is delayed by fire, strike, freight embargo, Acts of God, or Acts of the government.
   (c) Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be for the account of the Vendor.
   (d) The rights and remedies of the District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or in the purchase order or contract.

18. SAFETY AND HEALTH STANDARDS: Vendor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973 (Labor Code Section 6300 et seq.) and the standards and regulations issued hereunder. Vendor agrees to indemnify and hold harmless the District for any loss, damage, fine, penalty, or any expense whatsoever as a result of Vendor’s failure to comply with the act and any standards or regulations issued hereunder.

19. NONDISCRIMINATION:
   (a) Contractor shall comply with all applicable Federal, State, and local laws and regulations including District policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); California Labor Code, Sections 1101, 1102, and 1102.1. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training or apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
   (b) Violation of this provision shall be deemed a material breach by Vendor giving District a right to terminate the PO.

20. EQUIPMENT RENTAL TERMINATION: In the event that funds are not appropriated in any fiscal year for the payment of rental or lease/purchase charges and are not appropriated for the cost of other equipment performing substantially the same function which would replace the equipment leased hereunder, then lessee may terminate the contract without penalty on or before September 30th of such fiscal year by giving thirty (30) days written notice. Lessee agrees to make every reasonable effort including, but not limited to, requesting budget funds to be appropriated in order to avoid termination of the rental or lease/purchase. Upon termination, lessor shall have the right to recover any and all amounts then due or which may have accrued up to the date lessor received possession of the unit.
SECTION 3: STANDARD INSTRUCTIONS AND CONDITIONS

21. PAYMENT OF PREVAILING WAGES: Except for projects of $1000 or less, vendors who perform carpet laying or building construction, alteration, demolition or repair must pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination is available at www.dir.ca.gov/dlsr/statistics_research.html. The determination is issued by the California Department of Industrial Relations.

22. ASSIGNMENT: The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of the PO or contract or the vendor’s obligations, right, title, or interest in or to the same, or any part thereof without written consent of the District. Any attempt to do any of the foregoing without written consent shall be void. The PO or contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties thereto.

23. ACCESSIBILITY: Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services, which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Foothill-DeAnza Community College District, the Chancellor’s Office of the California Community Colleges, and any California community college using the vendor’s products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

24. EXPENDITURE OF PUBLIC FUNDS: Vendor agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of $10,000 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

25. CONFIDENTIALITY: In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

END
SECTION 4: SPECIFICATIONS

The following specifications are for the line items in Section 5, Bid Form. All bidder’s quoted items must substantially meet or exceed all of the below specifications.

**SECTION 4: SPECIFICATIONS**

*All products shall be manufactured by Physio-Control, Inc., or equal.*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1 each</td>
<td>96577-000003</td>
<td>ACLS Lifepak 15 with SP02, NIBP, 12-lead ECG, ETCO2, CO, Trending, Bluetooth</td>
</tr>
<tr>
<td>1a.</td>
<td>2 pair</td>
<td>11996-000091</td>
<td>Quick Combo Electrodes</td>
</tr>
<tr>
<td>1b.</td>
<td>1 each</td>
<td>21330-001365</td>
<td>Test Load</td>
</tr>
<tr>
<td>1c.</td>
<td>1 each</td>
<td>41577-000066</td>
<td>Shipkit</td>
</tr>
<tr>
<td>2.</td>
<td>2 each</td>
<td>96577-000006</td>
<td>ACLS Lifepak 15 with SP02, NIBP, 12-lead ECG, ETCO2, CO, Trending</td>
</tr>
<tr>
<td>2a.</td>
<td>2 pair</td>
<td>11996-000091</td>
<td>Quick Combo Electrodes <em>per unit</em></td>
</tr>
<tr>
<td>2b.</td>
<td>1 each</td>
<td>21330-001365</td>
<td>Test Load <em>per unit</em></td>
</tr>
<tr>
<td>2c.</td>
<td>1 each</td>
<td>41577-000066</td>
<td>Shipkit <em>per unit</em></td>
</tr>
<tr>
<td>3.</td>
<td>3 each</td>
<td>96577-000007</td>
<td>ACLS Lifepak 15 with SP02, NIBP, 12-lead ECG, ETCO2, Trending</td>
</tr>
<tr>
<td>3a.</td>
<td>2 pair</td>
<td>11996-000091</td>
<td>Quick Combo Electrodes <em>per unit</em></td>
</tr>
<tr>
<td>3b.</td>
<td>1 each</td>
<td>21330-001365</td>
<td>Test Load <em>per unit</em></td>
</tr>
<tr>
<td>3c.</td>
<td>1 each</td>
<td>41577-000066</td>
<td>Shipkit <em>per unit</em></td>
</tr>
<tr>
<td>4.</td>
<td>2 each</td>
<td>80596-000003</td>
<td>TruCPR Coaching Device including USB cable, batteries, and operating instructions</td>
</tr>
<tr>
<td>5.</td>
<td>1 each</td>
<td>11260-000044</td>
<td>TruCPR Carry Case</td>
</tr>
<tr>
<td>6.</td>
<td>2 each</td>
<td>11141-000115</td>
<td>Base Redi-Charge Mobile Battery Charger</td>
</tr>
<tr>
<td>7.</td>
<td>2 each</td>
<td>11140-000052</td>
<td>LP 15 Adapter – Redi-Charge Battery Charger</td>
</tr>
<tr>
<td>8.</td>
<td>3 each</td>
<td>11171-000049</td>
<td>Rainbow DCI ADT Reusable Sensor, Ref 2696</td>
</tr>
<tr>
<td>9.</td>
<td>5 each</td>
<td>11996-000311</td>
<td>Patient Simulator – ECG 12 lead</td>
</tr>
</tbody>
</table>
The Bid Proposal forms and all required documents must be returned to the District in a sealed envelope per Section 2 (Bid Instructions and General Conditions) and filed at the District Purchasing Department located at Foothill-De Anza Community College District, 12345 El Monte Rd., Los Altos Hills, CA 94022. Bid is due no later than 2:00 PM, May 22, 2014 at which time it shall be publicly opened and read.

The undersigned, doing business under the firm name of __________________________
Having carefully examined the Bid document for the proposed acquisition, and having been familiarized with local conditions affecting the performance of the Contract proposes and agrees to perform the contract, including all of the component parts, and to timely furnish all items called for, and to perform in strict conformity with the specifications.

The following forms shall be completed, signed, and returned with your bid proposal:

- Bid Form
- Certification of Non Discrimination Form, Exhibit ND (Section 6)
- Statement of Non Collusion Form, Exhibit NC (Section 6)
- Bidders Reference and Statement of Experience Form, Exhibit R (Section 6)

Please answer all of the following in the space provided:

A: Bid Form:

ALL BID PRICES BELOW MUST INCLUDE THE COST OF DELIVERY, INSTALLATION, AND MUST SUBSTANTIALLY MEET OR EXCEED ALL OF THE SPECIFICATIONS IN SECTION 4. IN ORDER FOR YOUR BID TO BE CONSIDERED, YOU MUST QUOTE ALL LINE ITEMS LISTED BELOW.

<table>
<thead>
<tr>
<th>Item#</th>
<th>Description of item:</th>
<th>Qty:</th>
<th>Indicate part number &amp; brand quoted:</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>96577-000003 - ACLS Lifepak 15 with SP02, NIBP, 12-lead ECG, EtC02, CO, Trending, Bluetooth</td>
<td>1 ea</td>
<td>$________</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>1a.</td>
<td>11996-000091 - Quick Combo Electrodes</td>
<td>2 pr</td>
<td>$________</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>1b.</td>
<td>21330-001365 - Test Load</td>
<td>1 ea</td>
<td>$________</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>1c.</td>
<td>41577-000066 - Shipkit</td>
<td>1 ea</td>
<td>$________</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>96577-000006 - ACLS Lifepak 15 with SP02, NIBP, 12-lead ECG, EtC02, CO,</td>
<td>2 ea</td>
<td>$________</td>
<td>$________</td>
<td></td>
</tr>
</tbody>
</table>
### SECTION 5: BID FORM

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a.</td>
<td>11996-000091 - Quick Combo Electrodes</td>
<td>4 pr</td>
</tr>
<tr>
<td>2b.</td>
<td>21330-001365 – Test Load</td>
<td>2 ea</td>
</tr>
<tr>
<td>2c.</td>
<td>41577-000066 - Shipkit</td>
<td>2 ea</td>
</tr>
<tr>
<td>3.</td>
<td>96577-000007 - ACLS Lifepak 15 with SP02, NIBP, 12-lead ECG, EtC02, Trending</td>
<td>3 ea</td>
</tr>
<tr>
<td>3a.</td>
<td>11996-000091 - Quick Combo Electrodes</td>
<td>6 pr</td>
</tr>
<tr>
<td>3b.</td>
<td>21330-001365 – Test Load</td>
<td>3 ea</td>
</tr>
<tr>
<td>3c.</td>
<td>41577-000066 - Shipkit</td>
<td>3 ea</td>
</tr>
<tr>
<td>4.</td>
<td>80596-000003 - TruCPR Coaching Device including USB cable, batteries, and operating instructions</td>
<td>2 ea</td>
</tr>
<tr>
<td>5.</td>
<td>11260-000044 – TruCPR Carry Case</td>
<td>1 ea</td>
</tr>
<tr>
<td>6.</td>
<td>11141-000115 - Base Redi-Charge Mobile Battery Charger</td>
<td>2 ea</td>
</tr>
<tr>
<td>7.</td>
<td>11140-000052 - LP 15 Adapter – Redi-Charge Battery Charger</td>
<td>2 ea</td>
</tr>
<tr>
<td>8.</td>
<td>11171-000049 - Rainbow DCI ADT Reusable Sensor, Ref 2696</td>
<td>3 ea</td>
</tr>
<tr>
<td>9.</td>
<td>11996-000311 - Patient Simulator – ECG 12 lead</td>
<td>5 ea</td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bidder’s Initials_____**
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
Purchase of Defibrillators
Invitation To Bid Number 1697

SECTION 5: BID FORM

B. AMENDMENTS:
Any changes to this document will be issued in writing as amendments number 1, 2, 3, etc.
I acknowledge receipt of the following amendment(s): _____ _____ _____ _____.

C. PIGGYBACK: Will prices quoted herein be available to other public agencies or school districts within California? ☐ yes ☐ no
If yes, state period of time prices are valid: ________________________________

The bidders answer “D” is not a factor in the District’s award decision.

D. Did you propose any equals?

☐ yes ☐ no.

If yes, see Section 1.03, Equals or Substitutions and submit required items with your bid.

E. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing proposal is true and correct:

<table>
<thead>
<tr>
<th>SUBMITTED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name: _____________________________ (Please print or type)</td>
</tr>
<tr>
<td>Authorized Signature: _____________________________</td>
</tr>
<tr>
<td>By (name): ___________________________________ (Please print or type)</td>
</tr>
<tr>
<td>Date: ______________________________</td>
</tr>
<tr>
<td>Street Address: ________________________________</td>
</tr>
<tr>
<td>City, State, and Zip: ________________________________</td>
</tr>
<tr>
<td>Phone: _____________________________ Federal Tax ID #: _____________________________</td>
</tr>
</tbody>
</table>
As suppliers of goods or services to the agencies listed in this bid proposal, the firm listed below certifies that it does not discriminate in its employment with regards to any person in the provision of any program or services based on race, color, national or ethnic origin, age, gender, religion, sexual orientation, marital status, or physical or mental disability; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

We agree specifically:
1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM: ____________________________

BY: ________________________________

TITLE: ______________________________

SIGNATURE: ________________________

ADDRESS: __________________________

PHONE: ____________________________

DATE: ______________________________
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
Purchase of Defibrillators
Invitation To Bid Number 1697

SECTION 6: APPENDIX

“EXHIBIT NC”

STATEMENT OF NONCOLLUSION

I, _____________________________ _____________________________
(Name) (Title)
of _____________________________
(Insert name of company)

Hereby certify:

• That all statements of fact in this proposal are true

• That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation

• That such proposal is genuine and not collusive or sham

• That said bidder has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of the Foothill-De Anza Community College District, or of any other bidder or anyone else interested in the proposed contract; and further

• That prior to the public opening and reading of proposals, said bidder:

  A. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal

  B. Did not, directly or indirectly, collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal

  C. Did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix the proposal price of said Bidder or of anyone else, or to raise or fix any overhead, profit, or cost element of his proposal price, or of that of anyone else

  D. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the Foothill-De Anza Community College District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

By: _____________________________

21
**SECTION 6: APPENDIX**

EXHIBIT “R”

**BIDDER'S REFERENCES AND STATEMENT OF EXPERIENCE**

Bidders shall provide in its bid response the names and telephone numbers of three (3) educational facilities or public entities to which you currently sell similar equipment. Do not list Foothill College or De Anza College. For bidder’s providing an equal, see Section 1.03. Equals or Substitutions for other references required.

<table>
<thead>
<tr>
<th>NAME OF FACILITY/ENTITY</th>
<th>CONTACT PERSON</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
Purchase of Flow Cytometer
Invitation To Bid Number 1190

SECTION 6: APPENDIX

Last Date and Time questions can be received is
Date: May 12, 2014 Time: 12:00PM

To: Foothill De Anza Community College District, Purchasing Services
12345 El Monte Rd., Los Altos Hills, CA 94022
Questions may be e-mailed or faxed to the
Attention of: Gina Bailey
Fax No.: 650 948-5194
SEND E-MAIL TO: baileygina@fhda.edu

Purchase of Defibrillators
Invitation To Bid Number 1697

Bid Question #______

From: Company_________________________ Date:__________ Re:
Attention:_____________________________
Reference Drawing No. ____________ Reference Spec. Section ____________
Reference Detail(s):____________________ Reference Paragraph(s):____________________

Question:

Answer:

Answered By: ___________________________ Date:____________________
Firm:______________________________

Question Included in Amendment No. _____ To Bid Package No. 1697 By: _____ Date:___________