



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
WEH70232

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710**

DATE PRINTED 05/07/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/07/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		725-40		
<p>***** PLEASE NOTE BID BOND REQUIRED WITH BID SUBMISSION. ***** MANDATORY PRE-BID ON MAY 21, 2007 @ 11:00 AM IN THE MAINTENANCE SHOP LOCATED ON STEWART STREET WHICH IS ON RT. 16, ACROSS FROM WELCH COMMUNITY HOSPITAL. *****</p> <p>NEW NURSE CALL SYSTEM (SEE ATTACHED SPECIFICATIONS)</p> <p>CONTRACTOR TO FURNISH ALL LABOR, MATERIAL, AND ANYTHING INCIDENTAL TO REPLACE THE EXISTING NURSE CALL SYSTEM AT WELCH COMMUNITY HOSPITAL LOCATED AT 454 MCDOWELL STREET, WELCH, WV 24801. (SEE ATTACHED SPECIFICATIONS.)</p> <p>MANDATORY VENDOR PREBID MEETING WILL BE HELD ON MAY 21, 2007 AT 11:00 AM IN THE MAINTENANCE SHOP AT WELCH COMMUNITY HOSPITAL. THE MAINTENANCE SHOP IS LOCATED ON STEWART STREET WHICH IS ON RT. 16 ACROSS FROM WELCH COMMUNITY HOSPITAL. FAILURE TO ATTEND THIS MANDATORY PREBID CONFERENCE WILL RESULT IN BID REJECTION. ONE INDIVIDUAL CANNOT REPRESENT MORE THAN ONE VENDOR.</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



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WELCH, WV
24801 **304-436-8710**

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05/07/2007				

BID OPENING DATE: 06/07/2007 BID OPENING TIME 01:30PM

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<p>BUSINESS ON MAY 22, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. A "NOTICE TO PROCEED" LETTER WILL BE ISSUED INDICATING APPROVAL OF THE CONTRACTOR'S FINAL</p>						

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<p>DRAFT OF THE SHOP DRAWINGS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MCDOWELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

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<p>TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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ADDENDUM NOS.:						
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
.....					SIGNATURE	
.....					COMPANY	
.....					DATE	
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						

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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p> <p>REQ. NO.:-----WEH70232-----</p> <p>BID OPENING DATE:-----JUNE 7, 2007-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p>						

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REQUEST FOR QUOTATION

I. GENERAL INFORMATION:

- 1.1 Contractor shall provide all labor, materials, equipment and anything incidental to provide and install a new Rauland-Borg Corporation or equal- Responder 4000 networked audio visual nurse call and code blue.
The new system will:
- a) Replace the existing nurse call system (60 double bed stations & 35 single bed station)
 - b) Furnish and install a code blue panel Push for help in X Ray.
 - c) Furnish and install a nurse console in station 1 outpatient clinic to monitor stations 1, 2 & OB outpatient clinic. Furnish and Install single bedside stations in Station 1, Station 2 and the OB Clinic (15 single bed units total).
 - d) Furnish and install identification panel in Respiratory Therapy to work in conjunction with code blue panel in Emergency Room
 - e) Furnish and install identification panel in ICU to work in conjunction with code blue in the Emergency Room.
 - f) Furnish and install a single bedside station in the triage room in the ER department.

1.1.1 Quantities listed are approximations only, based on estimates by the state-spending unit. It is understood and agreed that the contract shall cover the quantities actually needed whether more or less than the quantity shown.

- 1.2 Installation shall comply with all applicable code requirements at the Welch Community Hospital located at 454 McDowell Street, Welch, WV 24801
- 1.3 All work will be in compliance with the WV Fire Marshal's regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.4 The words " will", "must", and "shall" listed herein are mandatory requirements.

2. BIDDER REQUIREMENTS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of

Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.

- 2.3 A mandatory vendor prebid conference is scheduled for May 21, 2007 at 11:00 AM in the Maintenance Shop at the Welch Hospital. The Maintenance Shop is located on Stewart Street which is on Rt. 16 across the street from Welch Community Hospital. Failure to attend the mandatory prebid conference will result in bid rejection.

3. SCOPE OF WORK:

- 3.1 Minor deviations from the stated specification not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bidding atmosphere provided the intent of the Request for Quotation or the effectiveness of the system is not compromised.
- 3.2 Contractor shall install new equipment without interrupting the operation of the existing system. Vendor shall provide adapter plates as needed to install new equipment in the same enclosure as the existing. Contractor shall schedule the installation by work areas within the hospital and the Owner shall approve the schedule in advance. Contractor shall provide onsite technical service for both existing and new system during the renovation project.
- A. Field Tests Reports and Observations: Shall include record of final adjustments certified by Installer.
- B. Operation and Maintenance Manuals: Contractor shall furnish four (4) sets of information that include the following as a minimum:
- Operating instructions.
 - Maintenance instructions.
 - Troubleshooting guide.
 - Wiring diagrams and terminal identification.
 - Equipment parts list.
 - Product data for types and sizes of wires and cables used.

3.3 QUALITY ASSURANCE

- A. Installer Qualifications: Installer must be a manufacturer's authorized or approved installer and maintenance provider for the equipment.
- B. Manufacturer Qualifications: Manufacturer shall have a minimum of five (5) years experience in the manufacturing of the equipment and shall provide a five (5) year guarantee on the equipment installation. Manufacturer shall provide proof of the equipment's acceptance within a hospital environment.
- C. Source Limitations: Nurse call equipment components shall be available through one source from a single manufacturer.

- D. Electrical Components, Devices, and Accessories: Shall be listed and labeled according to UL 1069 as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

3.4 SYSTEM REQUIREMENTS

- A. Expansion Capability: Control equipment shall be modular in design and shall be capable of expanding to support facility needs.
- B. Resistance to Electrostatic Discharge: System, components, and cabling, and the selection, arrangement, and connection of materials and circuits, shall be protected against damage or diminished performance when subjected to electrostatic discharges of up to 25,000 V in an environment with a relative humidity of 20 percent or less.
- C. Equipment: Shall be solid state, modular.
- D. Wall-Mounted Component Connection Method: Components shall connect to system wiring in back boxes. All system components should connect to system 6 or 8-pin cable plenum rated CAT5 using modular connectors.

3.5 FUNCTIONAL PERFORMANCE shall include:

- A. Station Selection: Master station is capable of selectively communicating with other stations or groups of stations on anywhere in the nurse call network by dialing the room number.
- B. Annunciation: At the master station, a tone announces an incoming call and a liquid-crystal display identifies the calling station and indicates the priority of the call.
- C. System Reset at Master Station: A normal incoming call is canceled, associated lights and audible tones are extinguished, and the system is reset when the station switch is returned to the normal position after responding to a call.
- D. Patient Station Cord Set: When a patient station cord-set plug is removed from the jack in the station faceplate, a patient station call is initiated as described above. When the master station call button for the station is pressed, the tone stops but lights continue to flash until the call is canceled at the point of origin or the plug is reinserted or replaced with a dummy plug.
- E. Patient Control Unit: Controls entertainment volume and channel selection. Speaker is used for both nurse communication and entertainment sound. Entertainment sound is automatically muted when station is communicating with master station. Nurse call button on the unit initiates a patient station call.

- F. Selective Paging: Master station is capable of initiating a message to selected groups of stations or speakers simultaneously by using station group switches.
- G. Staff Reminder: Master station can initiate a staff reminder that a patient requires direct staff response by operating a reminder control while in contact with the patient station. This will light a distinctive-color lamp in the corridor dome light at the patient's room and in the appropriate zone lights. Reminder calls are canceled by operating a staff reminder cancel switch in the patient's room.
- H. Call Priority Indication: Call priority switch near each patient station, or integral with the master station, controls the priority status of the call transmitted by individual stations. The switch selects one of the following status levels:
 - 1) Normal: No change to the normal call initiation and canceling sequence.
 - 2) Emergency: Call initiation produces signals and indications identical to those of emergency-call stations. Indicator lamps are extinguished and the system is reset only at the originating station.
- I. Priority: System response is the same for emergency status, except voice communication between the master station and the calling station is locked in from the time of call initiation until the system is reset at the originating station.

3.6 EQUIPMENT DESCRIPTIONS:

A. SYSTEM FIRMWARE / SOFTWARE MAINTENANCE

Contractor shall furnish and install current version of product firmware / software at the time of system turnover that supports all existing product feature enhancements.

System firmware/software upgrades shall be downloaded to the system by data connection. Upgrades shall be accomplished system-wide from a single point of connection.

Systems requiring local programming of individual network components / sub-systems at multiple physical locations or which do not allow for remote download of component firmware or which require the exchange of components, will not be accepted.

B. HEAD-END CONTROL EQUIPMENT

Power Supplies: Contractor shall provide ample power for control equipment, consoles, patient stations, sub-stations, and corridor lamps. All system power supplies must be UL1069 listed as an integral part of the core system. Power supplies which carry only component listings or are otherwise not part of the core system UL listing, are not acceptable.

Battery Back-up: Contractor shall provide a battery back-up power source with sufficient reserve power to operate the entire system for a minimum of 5 minutes without operational limitations or loss of system function.

The nurse/patient communications network hub controller system shall be capable of supporting a minimum of 25 hub controllers. Each hub controller shall provide the following:

- a. Each system controller module shall be capable of supporting a minimum of 10 console clusters consisting of standard LCD consoles or annunciate panels.
- b. Each system controller module shall be capable of operating with the nurse call network or to act as stand alone controller should loss of network communication occur.

System Audio: The system shall be designed to provide audio meeting the minimum standards detailed by the National Electrical Manufacturers Association standard for nurse call system audio.

- a. The system shall utilize 25 Volt balanced signal distribution between head end equipment and room stations.
- b. Audio transmission between hub controllers shall be digital.

For each system controller module, the Contractor shall furnish and install one (1) #NC2828 (or equal) UL listed nurse call equipment enclosure with locking door as needed and all associated power supplies and termination modules. Contractor shall furnish and install system battery back up that will maintain the operation of the system for a minimum of 5 minutes without power.

C. SERVICE REQUIREMENTS

The system shall support service requirement reminders. Staff members may, by pressing a button on the console, initiate a service requirement reminder.

Service Requirements shall be indicated on the corridor lamp by a flashing lamp.

Users may review the location of service requirements using an LCD Console and / or an Annunciate Panel.

If a service requirement remains unanswered for 5 minutes, an overtime call shall automatically be initiated.

D. STAFF FOLLOW

The system shall support manual or automatic Staff Follow functions. When Staff Follow is enabled, call-tones for a prescribed area will automatically be forwarded to the room station speaker where staff members are located. Staff location may be determined manually by entering the room number into the console or automatically using staffs register stations. Pressing the call button on that station shall silence the tones. When a new call is placed, the tones shall automatically be restored.

E. ROOM MONITORING

1. The system shall allow staff members to audibly monitor selected rooms.
2. Manual Monitor – Staff members may listen in to a selected room.
3. Sequential Monitor – Staff Members may enter a selected group of rooms for monitoring. The system will automatically switch from room to room, allowing the staff member to sequentially monitor the rooms. The system shall include:
 - a. During monitoring, the staff member may press a button on the console to stop on the current room to listen longer and then press Resume to restart the sequencing.
 - b. The staff member may adjust the time that the system spends on each room.
 - c. During Sequential Monitoring, the number of the room currently being monitored shall appear on the console.

F. ROOM PRIVACY shall include:

1. The system shall allow staff members to place a room in Privacy Mode to prevent unauthorized or accidental audible monitoring of the room.
2. Rooms may be entered into or removed from Privacy by staff members using the console.
3. When a room that is in Privacy is dialed from a console or telephone, the staff member may speak into the room but they may not listen to the room.
 - a. Privacy in the room may be temporarily suspended to allow two-way communications by pressing the call-in button in the room. When the conversation is terminated, Privacy shall automatically be restored.
 - b. If a call-in is placed from the room, the call may be answered from the console as normal using two-way communications.
4. The rooms in privacy may be reviewed from the LCD console.
 - a. During the review process, rooms may be removed from Privacy mode.

G. AUDIO PAGING shall include:

1. The system shall support audio paging from consoles.
 - a. All Page - Paging announcements may be made from a console to all room stations in the system.
 - b. Group Page - Announcements may be made to all room stations within a console's coverage area.
 - c. Staff Page - Announcements may be made to rooms in which staff members are registered.

- d. Paging Announcements may be made to overhead speakers via a connection to the facility Public Address System.
2. To facilitate a low noise patient environment, the system will support the ability to block paging from selected consoles.
 - a. Consoles shall be equipped with dial pads may be configured to allow password protection of the paging function to only allow authorized access to audio paging.
3. Contractor shall furnish and install all equipment needed to support specified paging functions.

H. CONSOLES / ANNUNCIATOR PANELS

1. All system consoles shall be UL1069 listed as an integral part of the core system. Telephones, personal computers or other devices, which carry only component listings or are otherwise not part of the core system UL listing, are not acceptable.
2. LCD consoles:
 - a. The LCD console shall be a small self-contained unit, which should occupy no more than 87 square inches of desk space. The console shall include an easy-to-read 4-line / 80-character backlit LCD display.
 - b. The console shall provide function selector buttons and a telephone-style 12-button dial pad. Selector buttons may be used to access user-configured 24-function menu.
 - c. The console shall display three or more incoming calls each with an individual elapsed timer indicating how long the call has been pending. Console shall have the ability to scroll to see additional pending calls.
 - d. While idle, the console shall display the time of day. Time may be displayed in 12 or 24-hour format. Time display shall be consistent system wide.
 - e. Console will have the capability for both open voice (speaker / microphone) and telephone style handset. Audio direction (talk / listen) for speaker / microphone and handset may be accomplished via automatic voice switching (VOX) or manually via a Push-to-Talk button. The highest priority (or longest pending) call may be answered automatically by lifting the handset or by pressing the Push-to-Talk button. Calls may be answered out of sequence using line selector buttons or by dialing the desired room number.
 - g. Console shall provide independent volume controls for day/night call-in tones. A Mute button shall be provided to temporarily suppress tones for pending calls.
 - h. The console shall be desk mounted.
 - i. The console shall employ a modular quick-disconnect connector. It shall be possible to remove and / or replace the console without

removing power from the system. Contractor shall furnish and install Rauland model # R4K4020 (or equal) with single gang wall mounted receptacle.

3. Annunciator Panels shall include:
 - a. Annunciator Panels shall be small self-contained units.
 - b. Each Panel will include 36 room indicator points. Each point will include two LED indicators and space for labeling the point.
 - c. The LED's will provide visual annunciation of room status. Indications will include calls pending, service requirements pending and staff presence.
 - d. Variable colors and flash rates will provide differentiation of annunciation. A Minimum of six distinct tone types shall be available for different types of calls.
 - e. Up to eleven expanders may be added to the panel each adding the ability to process 36 additional room points per expander.
 - f. Panel shall provide independent volume controls for day/night call-in tones. A Mute button shall be provided to temporarily suppress tones for pending calls.
 - g. The panel shall employ a modular quick-disconnect connector. It shall be possible to remove and / or replace the panel without removing power from the system. Contractor shall furnish and install Rauland model #R4KANN (or equal) with #R4KWM22 (or equal) wall mount kit.

I. CORRIDOR LAMPS / ROOM CONTROLLERS / ZONE LAMPS shall include:

A. LED Corridor Lamps (4-lamp style)

Corridor Lamps shall utilize LED's for high visibility, long life and low maintenance. Corridor Lamps utilizing incandescent lamps shall not be acceptable.

The corridor lamp shall make use of multiple colors and programmable flash rates and patterns to indicate pending calls, service requirements and staff presence.

Corridor Lamps shall serve as the hub for all room wiring. All field wire connections shall be accomplished using modular connectors.

Any Corridor Lamp shall be able to function as a Zone Lamp that shall visually annunciate calls from assigned rooms / stations without the use of a Zone Lamp controller such as a duty station.

The Corridor Lamp shall be equipped with a heartbeat LED (visible to service personnel) to indicate that the unit is functioning properly.

The Corridor Lamp shall accommodate a paper label to indicate the room number. The manufacturer shall provide laser-printing template software to create custom room labels. Contractor shall furnish and install Rauland (or equal) four bulb LED type corridor dome lights

J. ROOM STATIONS

1. Room Stations (single or dual) shall be equipped with:
 - a. DIN style receptacle(s) for call cord or pillow speaker.
 - b. Stations in areas requiring two-way communication shall be equipped with a speaker microphone with level matching transformer.
 - 1) Minimum speaker size shall be 3.0" / 7.6 cm.
 - 2) With the use of VA Compatible (style) Entertainment Speakers, all audio shall be routed to the Entertainment Speaker.
 - 3) Entertainment muting shall occur when nurse call audio is established.
 - c. Reset Button to cancel pending calls. Reset button shall be able to cancel calls from other stations in the room if desired.
 - d. Green LED to indicate that audio to the station is active.
 - e. Red LED(s) to indicate call placement from one or both of the call points.
2. Room Station functions shall include:
 - a. Calls from dual stations shall be annunciated independently.
 - b. Removing a call cord shall place a Cord Out call.
 - 1) Cord Out calls may be cancelled locally using the Cancel Button. No Dummy Plugs shall be required.
 - c. Room Stations shall support a module for interface to feature beds (Stryker, Hill-Rom or equal) side rail control including bed exit alarming and entertainment muting.
 - d. Contractor shall furnish and install either a Rauland model # R4K12A (or equal) single patient station or a Rauland model #R4K22A (or equal) dual station – as appropriate.

K. STAFF STATIONS

1. Staff Stations shall be equipped with:
 - 1) Pushbutton for call placement.
 - 2) Reset Button to cancel pending calls. Reset button shall be able to cancel calls from other stations in the room if desired
 - 3) Speaker microphone with level matching transformer.
 - 4) Minimum speaker size shall be 3.0" / 7.6 cm

- 5) Green LED to indicate that audio to the station is active.
 - 6) Red LED(s) to indicate call placement.
2. Staff Stations shall employ modular connectors. It shall be possible to service Staff Stations without removing power from the system.
 3. Contractor shall furnish and install Rauland model # R4KSS (or equal) staff station as required by specification.

L. DUTY STATIONS

1. Duty Stations shall provide remote annunciation of calls from assigned room stations.
2. Duty Stations shall be equipped with:
 - 1) Pushbutton for call placement.
 - 2) Reset Button to cancel pending calls. Reset button shall be able to cancel calls from other stations in the room if desired
 - 3) Speaker microphone with level matching transformer.
 - 4) Minimum speaker size shall be 3.0" / 7.6 cm.
 - 5) Green LED to indicate that audio to the station is active.
 - 6) LED's to mimic corridor lamps of assigned room stations.
1. Duty Station functions shall include:
 - 1) Remote annunciation of calls from assigned bedside stations and sub-stations via 4 LED's call tones. Call tones generated at duty station must be in synch with tones produced at closest nurse console.
 - 2) Duty Stations shall employ modular connectors. It shall be possible to service Duty Stations without removing power from the system. Contractor shall furnish and install Rauland model # R4KDY (or equal) with support module.

M. SUB-STATIONS

1. Contractor shall furnish and install nurse call Sub-stations. Sub-station types shall include:
 - a. Pull Cord Stations - Pull cord sub-stations shall be water resistant with a PVC (poly-vinyl chloride) pull-cord, membrane reset button and covered call assurance LED. Unit may utilize remote cancel button for ease of nurse cancel when pull cord station is mounted in an inaccessible location (e.g. ceiling).

- b. Contractor shall furnish and install Rauland model #R4KPC1 (or equal) in 117 bathroom/restrooms throughout the facility.
2. Code Blue/Staff Emergency - Dual Call Pushbutton Stations. Dual Call Pushbutton stations shall be equipped with two call buttons, reset button and call assurance LED's.
- a. Call Button shall be labeled to clearly define its function.
 - b. Call Buttons shall annunciate independently of one another.
 - c. Call Buttons shall be backlit for easy location / identification in reduced light settings and shall be labeled to clearly define its function.
 - d. Reset button shall be able to cancel calls from other stations in the room if desired.

At each patient station location and other areas as directed by Owner, Contractor shall furnish and install Rauland model #R4KPB22 (or equal) code blue and staff emergency station in each patient room.

1) PATIENT CALL CORDS

All Patient Call Cords shall be UL1069 listed as an integral part of the core system. Devices, which carry only component listings or are otherwise not part of the core system UL listing, are not acceptable.

Standard Call Cords – Standard Call Cords shall be pendant type with a single easy to activate call button, DIN style male plug and sheet clip. Cable shall be 10' / 300cm in length. For patient rooms without TV sets, Contractor shall furnish and install one (1) standard call cord for each bed. Contractor shall furnish and install Rauland model # CCDIN (or equal).

Patient Entertainment Speakers: Patient Entertainment Speakers shall be provided for patient call-in and entertainment system control / audio with the following minimum features and characteristics.

All control buttons including call button shall be raised and textured membrane style. Buttons shall be labeled graphically for easy identification of functions. Control buttons shall be Braille embossed.

Control buttons shall include:

- 1) Single easy to activate call button
- 2) Television / Radio controls as required.
- 3) The TV control mechanism shall be analog or digital as required by the facility televisions.

Cord shall be 10' / 300cm and shall be modular for replacement by maintenance personnel. A sheet clip shall be attached to the cord.

Speaker (minimum size 2.25" / 5.7cm) shall be liquid resistant. Thumb-wheel volume control shall be provided.

Call Assurance LED shall be integral to the unit.

For patient rooms with TV sets, Contractor shall furnish and install one (1) patient entertainment speaker for each bed. Contractor shall furnish and install Rauland model # NCESTV (or equal) as required by specification.

Specialty Call Cords – Specialty Call Cords of the type listed below shall be provided.

20 each Oxygen / Geriatric Pressure Ball Cord utilizing a pneumatically controlled switch for use in oxygen enriched environment. Cord is a minimum of 6' in length with DIN male plug and sheet clip.

N. Cable: Features include the following, unless otherwise indicated:

- 1) Nurse Call Cable shall be industry standard, plenum rated, 4 pair CAT5.
- 2) Added power cable, if needed for long runs, shall be plenum rated 2 conductor #14AWG.
- 3) Exposed cable shall be installed in $\frac{3}{4}$ " minimum EMT where needed.

3.8 SUPERVISION

System shall be installed, maintained and serviced by of manufacture certified technicians

3.9 IN-SERVICE TRAINING

Contractor shall engage a factory-authorized service representative to furnish thorough training of all nursing staff assigned to those nursing units receiving new nurse/patient communications equipment. This training shall be developed and implemented to address two different types of staff. Floor nurses/staff shall receive training from their perspective, and likewise, unit secretaries (or any person whose specific responsibilities include answering patient calls and dispatching staff) shall receive operational training from their perspective. A separate training room will be set up that allows this type of individualized training utilizing in-service training unit.

3.10 ELECTRICAL POWER CONNECTIONS

Contractor shall install new equipment without interrupting the operation of the existing system. Vendor shall provide adapter plates as needed to install new equipment in the same enclosure as the existing.

Contractor shall furnish and install one dedicated 120 VAC, 60 HZ conduit feed into each nurse call equipment cabinet. This power feed shall not have any other devices connected directly to it. A 20-AMP circuit-breaker located in the electrical sub-panel labeled "nurse call" will control this circuit. This electrical circuit will be connected to facility's emergency power system for automatic power switch over during loss of utility power.

3.11 PROTECTION OF NURSE CALL NETWORK DEVICES

Contractor shall protect network devices during unpacking and installation by wearing manufacturer approved ESD wrist straps tied to chassis ground. The wrist strap shall meet OSHA requirements for prevention of electrical shock, should technician come in contact with high voltage.

3.12 INSTALLATION shall include:

- A. System wiring and equipment installation shall be in accordance with good engineering practices as established by the EIA and the NEC. Wiring shall meet all state and local electrical codes. Contractor shall terminate all wiring with manufacturer-approved connectors. The use of wire nuts is prohibited.

System shall employ a structured cable system consisting of standard plenum rated 4-pair Category 5 cable to service all corridor lamps, and consoles.

All wiring shall test free from all grounds and shorts.

Wiring shall be UL listed, NEC and NFPA 70, Article 25 approved.

Nurse / Patient Communications System wiring shall not be run in the same conduit with other systems (i.e. Class 1 AC power distribution, fire alarm, entertainment systems, lighting controls, etc.).

- B. Wiring Method: Install wiring in raceway except within consoles, desks, and counters; and excepting accessible ceiling spaces and in gypsum board partitions, where cable wiring method may be used. Use UL-listed plenum cable in environmental air spaces including plenum ceilings. Conceal cable and raceway wiring except in unfinished spaces.
- C. Install cables without damaging conductors, shield, or jacket.
- D. Do not bend cables, in handling or in installing, to smaller radii than minimums recommended by manufacturer.
- E. Pull cables without exceeding cable manufacturer's recommended pulling tensions.
1. Pull cables simultaneously if more than one is being installed in same raceway.
 2. Use pulling compound or lubricant if necessary. Use compounds that will not damage conductor or insulation.
 3. Use pulling means, including fish tape, cable, rope, and basket weave wire or cable grips that will not damage media or raceway.
- F. Install exposed raceways and cables parallel and perpendicular to surfaces or exposed structural members, and follow surface contours. Secure and support cables by straps, staples, or similar fittings designed and installed so as not to damage cables. Secure cable at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, or fittings.

- G. Wiring within Enclosures: Provide adequate length of conductors. Bundle, lace, and train conductors to terminal points with no excess. Provide and use lacing bars in cabinets.
- H. Separation of Wires: Separate speaker-microphone, line-level, speaker-level, and power-wiring runs. Run in separate raceways or, if exposed or in same enclosure, provide 12-inch (300-mm) minimum separation between conductors to speaker microphones and adjacent parallel power and telephone wiring. Provide separation as recommended by equipment manufacturer for other conductors.
- I. Splices, Taps, and Terminations: Contractor shall install cable with splices or taps. All cable to terminate using modular 6 pin or 8 pin CAT5 style connectors.

3.13 GROUNDING shall include:

Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other signal impairments.

Signal Ground Terminal: Locate at main equipment cabinet. Isolate from power system and equipment grounding except at connection to main building ground bus.

3.14 FIELD QUALITY CONTROL shall include:

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field-testing. Report results in writing.
- B. Test Procedure: Comply with the following:
 - 1. Schedule tests a minimum of seven days in advance of performance of tests.
 - 2. Report: Submit a written record of test results.

Operational Test: Perform an operational system test, and demonstrate proper operations, adjustment, and sensitivity of each station in accordance with factory prepared testing schedule. Perform tests that include originating station-to-station and all-call messages and pages at each nurse call station. Verify proper routing, volume levels, and freedom from noise and distortion.

- C. Retesting: Rectify deficiencies indicated by tests and completely retest work affected by such deficiencies at Contractor's expense. Verify by the system test that the total system meets these Specifications and complies with applicable standards. Report results in writing.
- D. Inspection: Verify that units and controls are properly labeled and interconnecting wires and terminals are identified.

3.15 ADJUSTING

Occupancy Adjustments: When requested within 12 months of date of acceptance of the nurse call system, the Contractor shall provide on-site assistance (up to three visits)

in adjusting sound levels and controls to suit actual occupied conditions. Contractor shall coordinate the timing of the on-site assistance with the maintenance supervisor.

3.16 DEMONSTRATION

Contractor shall engage a factory-authorized service representative to train Owner's maintenance personnel and caregiver staff to adjust, operate, and maintain nurse call equipment.

3.17 FACTORY TRAINING

Contractor shall provide 16 hours of on-site training for minimum two (2) Hospital Maintenance Technicians in the areas of testing, repairing and trouble shooting the Nurse Call Equipment.

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

- 5.1 Contractor shall provide shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. Shop Drawings shall include the following:
 - 1. Cabling Diagrams: Single-line block diagrams showing cabling interconnection of all components for this specific equipment. Include cable type for each interconnection.
 - 2. Wiring Diagrams: Power, signal, and control wiring.
 - 3. Station Installation Details: For built-in equipment; dimensioned and to scale.
 - 4. Equipment Cabinet Drawings: Dimensioned and to scale.

A "Notice to Proceed" letter will be issued indicating approval of the Contractor's final draft of the Shop Drawings.

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or

supply additional temporary electrical power at his own expense.

- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Contractor shall coordinate with the maintenance supervisor for the proper relation of the work within the building structure and to the employees therein. In the event of conflict, the building maintenance supervisor shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work (7) seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. Used, reconditioned or remanufactured equipment is not acceptable. All equipment manufacturers' warranties shall be in the name of the Welch Community Hospital.
- 8.3 Insurance Requirements: The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall provide proof of insurance at the time the contract is awarded. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:
 - a. For bodily injury (including death): \$500,000.00 per person, to a minimum of \$1,000,000.00 per occurrence.
 - b. For property damage and professional liability: a minimum of \$1,000,000.00 per occurrence.

9. PERMITS:

The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses, which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. The old nurse call equipment, removed to allow installation of the new system, will become the property of the Contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts

11. WAGE RATES:

The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for MCDOWELL COUNTY pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

12. PAYMENT SCHEDULE:

- 12.1 Due to the size and complexity of the project, two progress payments will be permitted, at 50% completion as determined by the Owner. The Contractor may submit an invoice for payment in the amount of 50% of the Purchase Order amount. The remaining balance will be paid upon acceptance by the Owner.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

All work shall be completed within 120 calendar days from the Owner's letter of "Notice to Proceed."

14. DELAYS AND EXTENSION OF TIME:

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

- 18.1 Bidders shall submit one lump sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Bidders shall submit five (5) year manufacturer's equipment warranty from date of acceptance of the equipment installation.
- 18.3 Manufacturer Qualifications: Manufacturer shall have a minimum of five (5) years experience in the manufacturing of the equipment and shall provide a five (5) year guarantee on the equipment installation. Manufacturer shall provide proof of the equipment's acceptance within a hospital environment.
- 18.3 Vendor shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the equipment warranty.
- 18.4 Bid and Performance Bonds: Vendor is required to submit a Bid Bond in the amount of 5% of the vendor's bid. The Bid Bond must be submitted with the vendor's bid. The State will accept in lieu of a formal bid bond a certified check, cashiers check, or irrevocable letter of credit. All checks must be made payable to the State of West Virginia Purchasing Division. Failure to provide a bid bond will result in disqualification of the bid.

The successful vendor will be required to furnish a Performance and Labor & Material Bond in the amount of 100% of the vendor bid submitted. A performance bond may be in the form of a policy or certificate issued by a surety company recognized as doing business in the State of West Virginia. The bond must be submitted on a form available from the Purchasing Division. A certified check or cashiers check made payable to the State of West Virginia may be accepted in lieu of the policy or certificate issued by the surety company. A Performance Bond is not required until requested by the Purchasing Division.

The Performance Bond is forfeited to the State if the vendor defaults in the performance of a purchase order after the order had been issued and work begun.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

BID BOND PREPARATION INSTRUCTIONS

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AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

(W) Signature of Attorney in Fact of the Surety
NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Corporate seals must be affixed and a power of attorney must be attached.

AGREEMENT ADDENDUM

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In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____