State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 12/17/2019
Bid No.: 78-20
Date of Bid Closing: 01/17/20
Time of Bid Closing: 11:00 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO LORETTA RAZIN: E-mail Loretta.Razin@DAS.NH.Gov
EMAIL YOUR BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR: AUDIO-VISUAL NURSE CALL SYSTEM (SUPPLY AND INSTALL)

[Insert name of signor]_____________________________, on behalf of _____________________________ [insert name of entity submitting bid (collectively referred to as “Vendor”) hereby submits an offer as contained in the written bid submitted herewith (“Bid”) to the State of New Hampshire in response to BID 78-20 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:
1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor’s Signature __________________________ Authorized Signor’s Title __________________________

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: ___________________________ STATE: __________ ZIP: _______________

On the _____ day of _______________, 2019/2020, personally appeared before me, the above named ______________________, in his/her capacity as authorized representative of ______________________, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

________________________________________________________
(Notary Public/Justice of the Peace)

My commission expires: _________________________________________________________ (Date)

Form P31-C

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.
GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the State under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.
1. **The State of New Hampshire**, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. **Compliance by Vendor with Laws and Regulations.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. **Term.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. **Conditional Agreement.** Notwithstanding any provision of the Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds, in the event of a reduction or termination of appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds, in the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account in the event of funds in that Account are reduced or unavailable.

5. **Contract Price.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

6. **Delivery.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the State may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. State personnel signatures on shipping documents shall signify only the receipt of shipments.

7. **Invoicing.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

8. **Personnel.**

   8.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

   8.2. The person signing this agreement on behalf of the State, or his or her delegatee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

   8.3. The vendor shall at its own expense provide all personnel necessary to perform the services required under this agreement. The Vendor warrants that all personnel engaged in the services shall be qualified to perform the services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

   8.4. Unless otherwise authorized in writing, during the term of the Agreement, and for a period of six (6) months after completion of the agreement, the Vendor shall not hire and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the services to hire, any person, who is a State employee or official, who is materially involved in the procurement administration or performance of this.

9. **Event of Default; Remedies.**

   9.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):  

   9.1.1. failure to deliver the goods or services satisfactorily or on schedule; or  

   9.1.2. failure to submit any report required hereunder; or  

   9.1.3. failure to perform any of the other covenants and conditions of this agreement.
9.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

9.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

9.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

9.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

9.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

10. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

11. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen’s compensation or emoluments provided by the State to its employees.

12. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

13. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

13.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

14. INSURANCE

14.1. The Vendor shall, at its sole expense, obtain and maintain in force and shall require any subcontractor or assigned to obtain and maintain in force, the following insurance.

14.1.1. comprehensive general liability insurance against all claims of bodily injury death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and

14.1.2. special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in amount not less than 80% of the whole replacement value of the property.

14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3. The Vendor shall furnish to the State a certificate(s) of insurance for all insurance required under the Agreement. Vendor shall also furnish to the State certificate(s) of insurance for all renewal(s) of insurance required under the Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The Certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the State no less than thirty (30) days proper written notice of cancellation or modification of the policy.

15. WORKERS COMPENSATION.

15.1. By signing this agreement, the Vendor agrees, certified and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers’ Compensation").

15.2. To the extent of the Vendor is subject to the requirements of N.H. RSA chapter 281A, Vendor shall maintain and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to the Agreement. Vendor shall furnish the Contracting Officer or his or her successor, proof of Workers’ Compensation in the manner described in N.H. RSA chapter 281-A and any other applicable renewal(1) thereof, which shall be attached and are incorporated herein by reference. The State shall be attached and are incorporated herein by reference. The State
shall not be responsible for payment of any Workers’ Compensation premiums or for any other claim or benefit for Vendor, or any subcontractor or employee of Vendor, which might arise under applicable State of New Hampshire Workers’ Compensation laws in connection with the performance of Services under the Agreement.

16. TOXIC SUBSTANCES. In compliance with RSA 277-A Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

18. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

19. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

20. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of the Agreement will remain in full force and effect.

22. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

23. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

23.1. In connection with the performance of the services required under this Agreement, the Vendor shall comply with all statutes, laws, regulation, and order of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from and convey information to the Vendor. In addition, the Vendor shall comply with all applicable copyright laws.

23.2. During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

23.3. If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor’s books, records and accounts for the purposes of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of the Agreement.

24. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

24.1. As used in the Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, the Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analysis, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers and documents, all whether finished or unfinished.

24.2. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of the Agreement for any reason.

24.3. Confidentiality of data shall be governed by N.H. RSA Chapter 91-A or other existing law, Disclosure of data required prior written approval of the State.

25. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit “A” hereto.

26. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
BID INVITATION FOR:

AUDIO-VISUAL NURSE CALL SYSTEM (SUPPLY AND INSTALL)

PURPOSE:
The purpose of this bid invitation is to establish a contract, in the form of a purchase order, with the State of New Hampshire for the supply and installation of an Audio Visual Nurse Call System. This system will replace the existing system presently in place. Items indicated in the “Offer” section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the “Offer” section (detailed information on how to fill out the pricing information can be found in the “Offer” section); complete the “Vendor Contact Information” section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

Additionally this solicitation contains confidential or sensitive information that is necessary for submission of a compliant response. A Non-Disclosure Agreement (NDA) is required to receive this information. Please contact Mathew.Stanton@NH.Gov for further information and required documentation.

BID SUBMITTAL:
All bids shall be submitted on this form or an exact copy, shall be typed or clearly printed in ink and shall be received on or before the date and time specified on page 1 of this bid under “Bid closing”. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent’s name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Loretta Razin at the following address: Loretta.Razin@DAS.NH.Gov.

Submissions shall clearly identify the bid Number, the Vendor’s name and address and the name of the person submitting the question.

BID DUE DATE:
All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as “Late” and shall not be considered in the evaluation process.

All bid submissions shall be treated as firm offers to remain valid for acceptance for a period of one hundred eighty (180) days from the bid due date. The transmittal of a vendor’s response or bid submission to any State agency or office other than the Department of Administrative Services (DAS), Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is https://das.nh.gov/Purchasing/vendorresources.asp.
TIMELINE:
The timeline below is provided as a general guideline and is subject to change.
12/17/2019    Bid Solicitation distributed on or by
01/07/2020    Site Visit schedule. Please see below “Site Visitation”
01/13/2019    Last day for questions, clarifications, and/or requested changes to bid
01/17/2019    11:00 AM (EST) Bid Closing

TERMS OF SUBMISSION:
All material received in response to this bid shall become the property of the State and shall not be returned to
the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in
a bid response. The content of each Vendor’s bid shall become public information once a contract(s) has
been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company’s
acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to
these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a
contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or
honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional
official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted
by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase
order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful
Vendor and the State, following notification, shall promptly execute this contract form, which is to be
completed by incorporating the service requirements and price conditions established by the vendor’s offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation.
Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with
this bid invitation and in the State’s format.

GOVERNING TERMS AND CONDITIONS:
A responding bid that has been completed and signed by Vendor’s representative shall constitute Vendor’s
acceptance of all State of New Hampshire terms and conditions and shall legally obligate Vendor to these
terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a
contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or
honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional
official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted
by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase
order, even if said terms and/or conditions contain language to the contrary.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:
Generally, the full contents of any bid or proposal (including all materials submitted in connection with it,
such as attachments, exhibits, addenda, and vendor presentations) become public information upon
completion of final contract or purchase order negotiations with the selected vendor. Certain information
concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the
public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State,
including, but not limited to, NH RSA Chapter 91-A (the “Right-to-Know” Law), the State shall, after final
negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a
bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information
contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly
designated in the following manner:
If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are “confidential.” Use of any other term or method, such as stating that a document or portion thereof is “proprietary”, “not for public use”, or “for client’s use only”, is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public’s right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder’s designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State’s web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

TERMINATION:
The State of New Hampshire shall have the right to terminate this contract at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:
All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION**: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee:...
• **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: [http://sos.nh.gov/Corp_Div.aspx](http://sos.nh.gov/Corp_Div.aspx)

• **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

• **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall also include State of New Hampshire workers’ compensation insurance to the extent required by RSA Chapter 281-A.

**VENDOR RESPONSIBILITY:**
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: [https://das.nh.gov/Purchasing/vendorresources.asp](https://das.nh.gov/Purchasing/vendorresources.asp).

It is a prospective Vendor’s responsibility to access our **VENDOR RESPONSIBILITY:**
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: [https://das.nh.gov/purchasing/bids_posteddte.asp?sort=PostedDate DESC](https://das.nh.gov/purchasing/bids_posteddte.asp?sort=PostedDate DESC).

It is a prospective Vendor’s responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor’s responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor’s responsibility to forward a signed copy of any addendum requiring the Vendor’s signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:
• Provide pricing information as indicated in the “Offer” section; and
• Provide all other information required for the bid response (if applicable); and
• Complete the “Vendor Contact Information” section; and
• Add applicable prospective Vendor information to the “Transmittal Letter” form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

**BID PRICES:**
Bid prices shall be in US dollars and include delivery and all other costs required by this bid invitation. Special charges, permit/building fees, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into the bid price** at the time of the bid.

Per Administrative Rule 606.01(e) “if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the bidder”. 
**BID RESULTS:**
Bid results may be viewed when available, once the award has been made, on our website only at: https://das.nh.gov/purchasing.

For Vendors wishing to attend the bid closing, please be advised that: **Only the names of the Vendors submitting responses and total cost shall be made public.**

**CONTRACT AWARD:**
The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The Vendor must submit pricing for all items and full listed quantities provided in the “Offer section” of this invitation. Provided an alteration to quantities be required it must be requested during the question and answer period herein. The State reserves the right to reject any or all bids or any part thereof. The award shall be, in the form of a State of New Hampshire Purchase Order.

**NOTIFICATION AND AWARD OF CONTRACT(S):**
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

**NOTICE OF CONTRACT(S):**
Bid results may also be viewed on our website at https://das.nh.gov/purchasing.

**LIABILITY:**
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**INSTALLATION REQUIREMENTS:**
Successful Vendor shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment, wiring & cabling (turn-key) awarded in accordance with Bid Specifications.

Full installation of patient call stations, lavatory emergency stations, emergency pushbutton, duty/staff stations (all at existing locations). Install engraved plastic nameplates, ground & bond nurse call equipment, identifiers and all noted in 3.2 Installation of the attachment of this bid document.

**RETURNED GOODS:**
The successful Vendor shall resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen business days of receipt. Products shall be in re-sellable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

**PAYMENT:**
Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm** Eligible participants shall negotiate their own payment methods with the successful Vendor.

**INVOICING:**
Invoices shall be submitted to the corresponding State agency after completion of work.

**TERMS OF PAYMENT:**
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State’s satisfaction.
F.O.B.:
The F.O.B. shall be destination to the following delivery/installation point: NH Veteran’s Home
139 Winter Street
Tilton NH 03276
(Buildings Welch, Tarr North, Tarr South and LEDU at Ground/First Floors)

REQUISITION NO.: 196950

SITE VISITATION:
Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Walk-through opportunities are scheduled for January 7, 2020 at 10:00 am at 139 Winter Street, Tilton NH 03276. Call Armand Plourde at 603-527-4847 or email: Armand.Plourde@nhvh.nh.gov to RSVP or make an alternate appointment to view the site of the intended installation. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

WARRANTY REQUIREMENTS:
Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than five (5) years or the manufacturer’s standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:
The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide all services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

SPECIFICATIONS:
Complete specifications required are detailed in the Scope of Services section of this bid invitation and in Attachment A. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SCOPE OF SERVICES:
Vendor shall supply all labor, tools, transportation, materials, equipment, installation and permits as necessary and required to perform services as described herein and attached.

Specifications are minimal requirement. If the provided system required enhanced specifications that exceed those specified herein in order to satisfy the specified design, configuration, capability and performance requires, then a system with the enhanced specifications shall be provided at not additional cost to the State.

All equipment shall be signed for 24 hours per day, 365 days per year continuous 100 percent duty operation.
This facility is fully occupied with patients and staff and retrofit conditions do apply. All workmen shall conduct their tasks in a way not to disturb patients, staff or care-giving process. Existing systems shall be gradually taken off line as the new equipment comes on line to prevent any gaps in life safety coverage.

The Nurse Call Audio System shall communicate patient and caregiver calls for assistance and information. The system capabilities shall include fundamental operation for communication of patient and caregiver calls for assistance and information from patient care spaces and areas.

The Vendor shall not commence work until a conference is held with State agency intending to utilize the Vendor's services, at which representatives of the Vendor and the State are present. The conference shall be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damage to any part of a building or its appurtenances caused by the Vendor or its employees, subcontractors, equipment or supplies. The Vendor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and the Vendor shall repair all damage so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Vendor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damage from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Vendor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Vendor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Vendor, its employees, and its subcontractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Vendor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Vendor, its employees, or its subcontractors is prohibited.

If subcontractors are to be utilized, then please provide information regarding the proposed subcontractors, including: the name of the subcontractor, the subcontractor's business address, a primary contact person, and three references from clients that are currently receiving services from the subcontractor. The State must communicate its approval of the subcontractor to the Vendor before the subcontractor may begin any work.

**SPECIFICATION COMPLIANCE:**
Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor as to what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the Vendor shall be new (and of the current model year and enhancements included, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that don't meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed. Accepted manufacturers are: Rauland Borg, GE Dukane & Jeron.

None of the components of the Nurse Call System will attach to the New Hampshire Veterans Home/State of New Hampshire Network. No support from the NH Department of Information Technology (DoIT) is needed for the installation, configuration, and on-going support of this solution. The vendor is responsible for the Nurse Call System infrastructure maintenance, and security and system updates and patching.
Vendor hereby offers to furnish to the State of New Hampshire agencies in accordance with all of the requirements of this bid invitation at the following prices.

<table>
<thead>
<tr>
<th>QTY</th>
<th>Description</th>
<th>$ Ea</th>
<th>Ext $</th>
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<tbody>
<tr>
<td>4</td>
<td>Main Control</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Nurse Master</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Extender Cable</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>106</td>
<td>Single Jack Station</td>
<td>$</td>
<td>$</td>
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<tr>
<td>47</td>
<td>Dual Jack Station</td>
<td>$</td>
<td>$</td>
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<tr>
<td>150</td>
<td>Physiological Bed Alarm Jack</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>200</td>
<td>12 Ft Call Cord</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>52</td>
<td>Staff Stations</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>38</td>
<td>Duty</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>110</td>
<td>Bath/Shower Stations</td>
<td>$</td>
<td>$</td>
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<tr>
<td>177</td>
<td>LED Dome Light</td>
<td>$</td>
<td>$</td>
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<tr>
<td>12</td>
<td>TVD Stand Alone Control</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1</td>
<td>Zone Light</td>
<td>$</td>
<td>$</td>
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<tr>
<td>1</td>
<td>Supplementary Power Supply</td>
<td>$</td>
<td>$</td>
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<tr>
<td>*—</td>
<td>All necessary Cable, Wire mold boxes, Hardware and Misc</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>*—</td>
<td>Labor and Installation</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**

Facility will provide any necessary 120V AC

Vendor will evaluate and test all existing data cable and back boxes, offered warrantee shall include any component that is used in installation.

All equipment furnished and installed by vendor and shall be guaranteed for a five-year period upon acceptance of delivery and one year labor.

**LAYOUT WILL BE PROVIDED AFTER SUCCESSFUL COMPLETION OF NON-DISCLOSURE SUBMISSION.** Please fill out Attachment B and forward to Loretta Razin at Loretta.Razin@DAS.NH.Gov.

**DELIVERY:**
The successful Vendor shall deliver and install any item/service awarded under the contract on or completed on or before 03/30/2020.

**VENDOR CONTACT INFORMATION:**
Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Local Telephone Number</th>
<th>Toll Free Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-mail Address</td>
<td>Company Website</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Company Name</th>
<th>Vendor Address</th>
</tr>
</thead>
</table>

**ATTACHMENTS:**
The following attachments are an integral part of this bid invitation:
Attachment A: Section Nurse Call Audio-Visual System
Attachment B: Non-Disclosure Form

**Note:** To be considered, bid shall be signed and notarized on front cover sheet in the space provided.
ATTACHMENT A

NURSE CALL AUDIO-VISUAL SYSTEM

PART 1 GENERAL

1.1 SUMMARY

A. Section includes an Audio-Visual Nurse Call System with nurse master stations, nurse consoles, central control and power supply equipment, call stations, LED indication lights, audio equipment and accessories to provide communications for the nursing staff and residents as a complete replacement of the existing systems at the following Buildings: Welch, Tarr North and Tarr South and LEDU ground and first floors.

B. The IP nurse call systems shall be on its own local area network and support the 10/100 BaseT network standard, supporting auto negotiation.

C. The Network shall support Power over Ethernet (802.3 af and 802.3 at), Wi-Fi (802.11 bg). It shall support UDP for performance with security aspects handled in the application.

D. The Nurse Call Audio-Visual System shall communicate patient and caregiver calls for assistance and information. The Nurse Call Audio-Visual System capabilities shall include the fundamental operation for communication of patient and caregiver calls for assistance and information from patient care spaces and areas.

E. The system Contractor shall perform the system application design required to provide a Nurse Call Audio-Visual System that complies with and satisfies all of the requirements specified in this Section and entirely replaces the existing systems presently in place.

F. Specifications are minimal requirements. If the provided system requires enhanced specifications that exceed those specified herein in order to satisfy the specified design, configuration, capability, and performance requirements, then a system with the enhanced specifications shall be provided at no additional cost to the State.

G. The Nurse Call Audio-Visual System application design and products shall utilize current State-of-the-art networking, and communications technology and turnkey installation to provide the enhanced capability and performance specified herein. All equipment shall be designed for 24 hours per day, 365 days per year continuous 100 percent duty operation.

H. Furnish and install all equipment, accessories, and materials in accordance with these specifications and drawings to provide a complete and operating Nurse/Patient communications System for New Hampshire Veterans Home, Tilton, NH. This facility is fully occupied with patients and staff, and retrofit conditions do apply. All workmen shall conduct their tasks in a way not to disturb patients, staff, or care-giving process. Existing systems shall be gradually taken off line, as new equipment comes on line to prevent any gaps in life safety coverage.

I. If required wire mold is acceptable provided it is of similar color to the existing interior or uniform neutral color throughout.

J. Any penetrations in walls, floors, partitions must be completed in a workmanlike fashion and filled or sealed to meet current building code. Ceiling tiles are the responsibility of the contractor and must be replaced with like tile should any damage occur.

K. Detailed system walkthrough including all applicable manuals and documentation is to be provided upon completion.
1.2 SYSTEM FEATURES

A. System is user programmable for simple on-site changing of room numbers (architectural address), establishing or reconfiguring duty or zone areas, adding Nurse Consoles and Stations, and assigning Stations independently to Nurse Consoles, duty areas, zone light areas, or page groups. Program is retained in nonvolatile memory. There shall be no interruption of system operation (except for display at Nurse console used for programming) until programming is finished. System firmware upgraded using a connected PC, without needing to physically replace chips.

1.3 SYSTEM IP LAN ARCHITECTURE

A. The System shall be databased or IP network-based and incorporate decentralized, distributed intelligence architecture. This intelligent architecture shall be built on an IP (Internet Protocol) network and support using the facilities local area network (LAN) for functions approved by local regulatory bodies.

B. All Category 5/6 grade cabling to support an IP network-based system shall be installed during this project.

C. The System shall allow both data and voice to be distributed over a common network infrastructure, which is consistent with the communication industry. Communication devices on the network will utilize standards-based protocols.

D. The system shall support both DHCP and BootP protocols for IP address handling, if offering IP based solution.

E. The System shall also provide a means of interoperability with 3rd party wired and wireless network devices within the facility, including PCs, PDA’s, mobile phones, databases, pagers, etc.

F. The System shall be capable of Hill-Rom and/or Stryker bed side-rail communication compatibility including visual and audible annunciation of patient safety and fall prevention alarms generated by the bed and of disconnected bed.

G. It shall be possible to configure the System using a modular, flexible GUI application that provides the system administrator the ability to manage, (add, delete, modify) and diagnose information within the nurse call network. Systems not supporting administrative access remotely shall not be accepted.

H. The System shall not rely on any computer for primary operation. Systems requiring a PC to be connected for UL1069 operation shall not be accepted.

I. IP Devices shall accept switches or power supply devices (such as PoE+) approved by local authority having jurisdiction.

1.4 SYSTEM DESCRIPTION

A. Supplier shall include all control equipment needed to enable open voice communication for patients within the system.

B. System shall support serial data transmission from medical equipment to pass through to centralized server for documentation into EMR/EHR systems.

C. Redundancy/Safe Mode

1. During system communication failure with the nurse call network it shall be possible that the Patient Call is still signaled at the dome light.
2. Dome light shall provide a visual indication of the system in “Safe Mode” on the top lens of the light.
3. Dome light shall display a “Room Alert” on the bottom lens of the light to indicate that there is an active request in the room while in “safe mode”.

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Revised 8/20/19 LMR
1.5 SUBMITTALS

A. Section 01330 - Submittal Procedures: Submit submittal procedures.
B. Shop Drawings: Indicate electrical characteristics and connection requirements; cable routing; connection diagrams; and equipment arrangement.
C. Product Data: Submit catalog data showing electrical characteristics and connection requirements.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
E. Manufacturer's Field Reports: Indicate activities on site, adverse findings, and recommendations.
F. Provide equipment cut sheets.

1.6 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of each item of equipment, and show interconnecting wiring.
B. Operation and Maintenance Data: Submit operator instructions for each required mode of operation, routine troubleshooting procedures, and manufacturer's operation and maintenance manual for each item of equipment and accessory.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum ten years documented experience.
B. Supplier: Authorized distributor of specified manufacturer with minimum ten years documented experience.
C. Installer: Authorized installer of specified manufacturer.

1.8 QUALITY ASSURANCE

A. Nurse Call System and Equipment Standards, UL Standard 1069 Hospital Signaling and Nurse Call Equipment and Electronics Institute of America (EIA) Standards.

1.9 PRE-INSTALLATION MEETINGS

A. Convene minimum one week prior to commencing work of this section.

1.10 MAINTENANCE SERVICE

A. Furnish service and maintenance of nurse call equipment for two years from Date of Substantial Completion.
B. Furnish warranty of equipment for five (5) years from Date of Substantial Completion.

1.11 MAINTENANCE MATERIALS

A. Spare parts and maintenance products.

1.12 EXTRA MATERIALS

A. Spare parts and maintenance products.
B. Furnish 12 patient call cords.
C. Furnish 5 patient call stations.
D. Furnish 5 emergency call stations.
E. Furnish 5 dome lights.
F. Furnish 2 zone lights

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Rauland Borg
B. GE Dukane
C. Jeron

2.2 SYSTEM REQUIREMENTS

A. Coordinate the features of materials and equipment to form an integrated system. Match components and interconnections for optimum performance of specified functions.

B. Expansion Capability: System is networkable through the interconnection of the Main Control Units to support up to 250 patient beds and up to 20 Nurse Consoles.

C. 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 ESD (electrostatic discharges) of up to 25,000 V in an environment with a relative humidity of 20 percent or less. Patient Stations are rated to ESD of 100,000 V in an environment with a relative humidity of 20 percent or less.

D. System employs multiplexed data transmission with all Category 5/5e/6 cabling with connections to interconnect Dome Lights/Zone Lights/Junction Modules to bus on Main Control Unit and for drops from Dome Lights/Junction Modules to intercom stations. Systems requiring additional non-Category 5/5e/6 to Dome Lights/Junction Modules or shielded audio cable shall not be acceptable. Cable for use in plenums: Listed and labeled for plenum installation.

E. System provides continuous supervision of data and power between Main Control Unit and Nurse Consoles, Dome Lights/Zone Lights/Junction Modules, and for device presence between Intercom Stations and Duty/Staff Stations. Any supervision failure will alarm simultaneously at Nurse Console(s) (indicating the room number of the failure).

F. All end-devices, including Nurse Consoles, Dome Lights, Zone Lights, Staff/Duty Stations, and Peripheral Stations:
   1. May be hot-swapped without needing to power down the Main Control Unit.
   2. All employ plug-in terminations for simple service or replacement.
   3. Are easily cleaned and impervious to common hospital cleaning agents.

G. System is user programmable for simple on-site changing of room numbers (architectural address), establishing or reconfiguring duty or zone areas, adding Nurse Consoles and Stations, and assigning Stations independently to Nurse Consoles, duty areas or zone light areas. Program is retained in nonvolatile memory. There shall be no interruption of system operation (except for display at Nurse console used for programming) until programming is finished. System firmware upgraded using a connected PC, without needing to physically replace chips.

2.3 STAFF DEVICES

A. STAFF CONSOLES
1. **Product Description:** Desk-mounted/wall mounted staff consoles unit shall be provided to replace similar function equipment. 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. The **Staff Console** is a primary point of contact among users of the system. It operates as both a user interface and a communications device that sends and receives data and audio signals over the IP network.

3. As a user interface, the **Staff Console** alpha-numerically displays incoming calls from stations and connected healthcare equipment and provides a means for the operator to prioritize and respond to selected events. As an audio device, it provides audible signaling functions and facilitates two-way full-duplex staff/patient and staff/staff communications. The **Staff Console** shall provide visual identification of the calling station(s) including: room number, bed identification, priority or event type, time of event, elapsed time (duration), staff presence, pending service tasks associated with the room or bed.

4. The **Staff Console** may be IP-based, utilizing power over Ethernet (PoE) and Voice over IP technology. The **Staff Console** shall support hot swappable replacement and shall not require reprogramming. **Staff Console** audible annunciation shall indicate priority level. Incoming calls shall be displayed on the color display in the colors for their associated priority levels. The **Staff Console** shall have a 7" capacitive touch backlit color LCD screen. The **Staff Console** touch screen display shall support the ability to scroll, swipe and gesture for navigation and user interaction. The touch screen shall utilize programmable soft keys as opposed to a mechanical dial/touchpad. Devices requiring hardened buttons to provide operation shall not be accepted. **Staff Console** display shall provide an adjustable tilt mechanism for viewing clarity.

5. The **Staff Console** shall connect to the nurse call LAN/WAN utilizing CAT5/5e/6/7 cable and Power over Ethernet. No separate power supply or wiring shall be used. The alert list screen on the **Staff Console** shall allow a minimum of five calls to be visible at a time and provide a simple scrolling function to view additional calls when more than five pending calls are present. Pending calls shall be displayed in priority order regardless of the order in which they are received.

6. The user shall have the ability to adjust the volume of the **Staff Console** incoming call tones.

7. The **Staff Console** shall support a “nighttime” mode which will automatically reduce the alert tone volumes when active.

8. The **Staff Console** shall support hands-free communication or the use of a handset to have better privacy for communication.

9. Facility shall be able to make available or remove selected functions/buttons from the **Staff Console** screens where selected functions are not to be used and to simplify operation. Functions/buttons that can be removed include Audio Page, Swing/Capture/Share and volume adjustments.

10. Facility shall be able to make available or password protect selected functions/buttons from the **Staff Console** where functions are to be restricted to approved users. Functions/buttons that can be restricted include Audio Page, Swing/Capture/Share, Reminder Clear and volume adjustments.

11. The **Staff Console** shall support the ability to override full duplex mode to eliminate background noise at the nurse station while communicating with patient rooms.

12. The **Staff Console** shall be able to call any other audio device on the same nurse call network with two-way duplex audio.

13. The **Staff Console** shall be programmable to receive and display selected call priorities from desired areas, or to delay selected calls for a programmable interval.
14. The Staff Console shall have the ability to adjust independent talk and listen volume levels via easy-to-use touchscreen controls. These settings shall be adjustable on a bed-by-bed basis. Systems using group or zone-wide audio adjustments shall not be accepted.

15. The Staff Console shall allow a user to create a service task identifying a patient’s specific request.

16. A service task shall allow a choice of up to three user-specified levels of staff which can be associated with the task.

17. The Staff Console shall provide for up to 21 user-specified service request soft keys.

18. The Staff Console shall allow up to three simultaneous services to be selected for a single service task.

19. A service task shall illuminate the dome light with the appropriate level of staff response required (e.g. Red=nurse, Amber=Nurse Assistant, Green=Aide) at the location where the service will be delivered.

20. A service task shall be able to be created without requiring an audio connection to the location.

21. The Staff Console shall display service tasks created from mobile devices.

22. The Staff Console shall display service task status, identifying those that have been accepted by a mobile device.

23. The staff console shall display a timeout when the user has exceeded a specified time and identify the task as overdue.

24. The staff console shall display overdue tasks.

25. The Staff Console shall interact with supplemental (PC) display.

**P ANNUNCIATOR**

B. **IP ANNUNCIATOR**

1. IP Annunciator features shall be identical in operation to the Staff Console (Section 6.2) with the exception that it will be wall-mounted.

2. The IP Annunciator will have an optional Pillow Speaker/Handset to support private conversations between patients and staff.

C. **STAFF STATION**

1. The Staff Station is an IP device with a color touch screen. Touch screen shall be a minimum of 7 inches and support 800 x 480 pixels.

2. The Staff Station shall accept PoE+ power via a UL1069 listed switch.

3. The Staff Station shall have a highly durable scratch resistant screen (Gorilla glass or equal).

4. The Staff Station touch screen display shall support the ability to scroll, swipe and gesture for navigation and user interaction.

5. The Staff Station shall support a micro-SD card to store basic device configuration and easy maintenance. Systems requiring programming for service replacements shall not be acceptable.
6. The Staff Station shall support two-step credentialing. Credentialing must also be possible by pin code protection, third party RTLS location data. For EHR credentialing requirements, two (2) of the listed credentialing options can be deployed. Systems that cannot enforce proper credentials for EHR integrations shall not be acceptable.

7. The Staff Station shall support a minimum of ten (10) HTML5 web browser buttons per device. HTML5 web browser must provide access to supported tools to enable improved clinical workflow.

8. Staff Station must provide application to manage timing of routine tasks such as check skin, bathroom needs, nutrition, blood sugar, fluids, four P’s or other custom events. Notifications to remind responsible staff as to when tasks are to be completed and automated documentation of when completed must be included in the workflow solution.

9. Staff Station shall support speed dial capabilities to include room-to-room communication from a room/bed list, as well as ability to call any phone permitted by hospital PBX either by a dial pad or speed dial list. Speed dial list must provide a minimum of twenty-one (21) speed dial touchpoints.

10. Shall support Cleaning Mode to temporarily disable buttons to allow the device to be properly be sanitized without accidental activation of applications or alarms.

2.4 CONTROL DEVICES All control devices may be IP-based, utilizing IP Switches and gateways for connection to room devices. These devices shall make up the Nurse Call LAN/WAN.

II. A. IP Gateway

1. IP Gateways shall be IP-based and provide power and data to room devices.

2. IP Gateways shall mount in a standard 19" rack to be shared with the facility's IT equipment or shall mount in an independent rack.

3. IP Gateways shall have internal power supplies to support all peripheral devices. Systems using a proprietary enclosure/card cage for central equipment and/or requiring power supplies apart from the control equipment shall not be accepted.

4. IP Gateways shall be solid state, fan-less design for high reliability.

5. IP Gateways shall provide up to two voice paths for voice communications.

6. IP Gateways shall support up to 80 dome lights and passive bus concentrator.

B. Passive Bus Concentrator (PBC).

1. The PBC is the interface between the network and the peripheral devices. It has eight individually addressed passive room buses.

2. PBC shall support up to eight rooms utilizing passive devices.

3. PBC shall use low power (5.5v) for reduced operating cost.
Attachment B
Confidentiality and Non-Disclosure Agreement

This Confidentiality Agreement to NH Bid 78-20 AUDIO-VISUAL NURSE CALL SYSTEM for NH Veteran’s Home, 139 Winter Street, Tilton NH, is between the State of New Hampshire, Department of Administrative Services ("Disclosing Party"), and ________________, a ________________ located at ________________ ("Recipient").

1. In connection with Recipient’s desire to submit a proposal or bid to the State (the "Purpose"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees, agents and representatives (collectively, "Representatives"). Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives. This Agreement shall expire without further action upon cancellation of the procurement, award of the related contract, failure of Recipient to submit a proposal or bid, or rejection of Recipient’s proposal or bid, whichever occurs first. Recipient’s obligations under this Agreement shall survive expiration.

2. "Confidential Information" means proprietary information, location, addresses, sketches, drawing/floor plans, models, equipment and any other non-public, proprietary or confidential information related to such agreement; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information.

3. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly return to Disclosing Party all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.

5. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.
6. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.

7. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New Hampshire, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in New Hampshire. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

8. All notices must be in writing and addressed to the relevant party at its address set out in the preamble. All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

9. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date ________________________.

__________________________________ (Recipient)  State of NH, Bureau of Purchase and Property
By________________________________ (Signature)  By__________________
Name:________________________________ (Name)  Name: Loretta Razin
Title: ___________________________  Title: Purchasing Manager