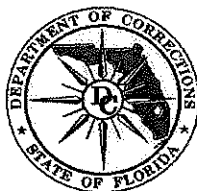


SUBMIT BIDS TO:
Tim Ellinor, CPPB
Purchasing Specialist Supervisor
Florida Department of Corrections
2601 Blair Stone Road C413
Tallahassee, FL 32399-2500



STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
INVITATION TO BID

**Bidder Acknowledgement for
COMMODITIES TO BE FURNISHED & INSTALLED**

Page 1 of
47 Pages

BIDS WILL BE OPENED:
June 2, 2010 at 2:30 p.m.

BID NO.:
09-RMC-8173

AGENCY RELEASE DATE:
April 23, 2010

BID TITLE:
Nurse Call System

COMMODITY CODE:
465-170

FEDERAL TAX ID NUMBER:

WORK SHALL BEGIN WITHIN 30 DAYS after receipt of Purchase Order

VENDOR NAME:

REASON FOR NO BID:

VENDOR MAILING ADDRESS:

CITY – STATE – ZIP

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties on the Department of Management Services Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PHONE:
()

TOLL FREE: ()

FAX: ()

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to the Department of Corrections, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the Department of Corrections all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Department of Corrections. At the States discretion, such assignment shall be made and become effective at the time the agency tenders final payment to the bidder.

AUTHORIZED SIGNATURE (manual)

AUTHORIZED SIGNATURE & TITLE (printed or typed)

GENERAL CONDITIONS

SEALED BIDS: All price sheets and this form must be executed and submitted in a sealed envelope.

1. EXECUTION OF BID: Bid must contain a manual signature of vendor's authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink or pencil is not permitted. All corrections made by bidder to his bid price must be initialed.

2. NO BID: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above.

3. BID OPENING: Sealed bids must be received prior to the bid opening date and time. Copies of bid tabulations will not be provided at the bid opening. A bid may not be altered after opening of the bids. Bid files may be examined during normal working hours by appointment only and pursuant to Chapter 119.071, F.S.

4. TAXES: The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.

5. CASH DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

6. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake(s) in extension(s), the unit price will govern and extensions will be corrected and initiated by the department's procurement official before final tabulations are posted. All corrections made by bidder to his unit bid price(s), including corrections made with white out, must be initialed.

7. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new, and the most current standard model available at the time of the bid, unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

8. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

9. INVOICING AND PAYMENT: INTEREST PENALTIES: Payment shall be made in accordance with Section 215.422, F.S., which states the contractors rights and the State agencies responsibilities concerning interest penalties and time limits for payment of invoices. Vendors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03 F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency finance and accounting office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. Vendor payment history may be viewed on-line @ <https://flair.dbf.state.fl.us/caspub/vnpayhist.htm>. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516. The Department will review the conditions and circumstances surrounding non-payment, and unless there is a bonafide dispute, may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

10. DELIVERABLES: Unless actual date is specified (or if any specified dates to begin work cannot be met), in the space provided above, show the number of days required to begin work after receipt of a purchase order. This date may become a basis for making an award (see Special Conditions). Delivery of materials shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., Eastern Standard Time, excluding State of Florida holidays, unless otherwise specified.

11. ADDITION OR DELETION OF TERMS OR CONDITIONS: No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening unless otherwise stated in the special conditions. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the department in response to requests in full compliance with this provision. Any person who is adversely affected by the department's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, F.A.C. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. or failure to post the bond or other security required by law within the time allowed shall constitute a waiver of proceedings under Chapter 120, F.S.

13. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the department pursuant to Section 120.57 (3), F.S., shall post with the department agency at the time of filing the formal written protest, or within the 10 day period allowed for filing the formal written protest, a bond payable to the Department of Corrections in an amount equal to 1 percent (1%) of the department's estimate of the total volume of the contract, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of State Purchasing pertaining to the department's request(s) for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent (1%) of the requesting agency's estimate of the contract amount for the exceptional purchase requested. In lieu of a bond State Purchasing or the department may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**

14. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the department. Further, all bidders must disclose the name of any department employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidders firm or any of its branches. In accordance with Chapter 287, F.S., no person or firm receiving a contract that has not been procured pursuant to Section 287.057(2) or (3), F.S., to perform a feasibility study of the potential implementation for a subsequent contract, participating in the drafting of an invitation for bids or request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any other contracts dealing with that specific subject matter; and bidders must disclose with their bid any such conflict of interest.

15. AWARDS: As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

16. SAMPLES: Samples of items, when called for, must be furnished free of expense on or before the bid opening time and date, unless otherwise specified herein. If not destroyed, samples may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the department.

17. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the department. Should the items fail testing, the department may require the vendor to reimburse the department for costs incurred by the department in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at the vendors expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Suppliers name being removed from State Purchasing vendor mailing list.
- b) All State departments being advised not to do business with the supplier without written approval from State Purchasing until such time as supplier reimburses the department for all procurement and cover costs.

18. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

19. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the department's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the department agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

20. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change or special sales offered to other customers shall be passed on to the department. This shall also apply to all in-place equipment on rent or lease plan. Price increases are not accepted, unless otherwise stated in this solicitation.

21. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation may be required in accordance with Section 287.042(b), F.S. In addition to the provision of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days prior notice, in writing, to the other party.

22. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as part of any commercial advertising.

23. ASSIGNMENT: Any purchase order issued pursuant to this solicitation and the monies which may become due hereunder is not assignable except with the prior written approval of the department.

24. LIABILITY: The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

25. FACILITIES: The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

26. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. IN ADDITION, THE "GENERAL CONTRACT CONDITIONS", FORM PUR1000 (11/04), AND "THE GENERAL INSTRUCTIONS TO RESPONDENTS", FORM PUR1001 (11/04) ARE EACH HEREBY INCORPORATED BY REFERENCE. THESE CONDITIONS, FORMS, AND INSTRUCTIONS ARE AVAILABLE ON THE INTERNET AT [HTTP://DMS.MYFLORIDA.COM/PURCHASING](http://dms.myflorida.com/purchasing). ANY TERMS AND CONDITIONS SET FORTH WITHIN THESE DOCUMENTS SHALL SUPERCEDE ANY AND ALL CONFLICTING TERMS AND CONDITIONS SET FORTH WITHIN FORM PUR1000 AND FORM PUR1001.

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SECTION 1 – DEFINITIONS

The following terms used in this Invitation to Bid (“ITB”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this ITB.
- 1.2 **Contractor:** The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this ITB.
- 1.3 **Department or Owner:** The Florida Department of Corrections referred to in this ITB document.
- 1.4 **Desirable Conditions:** The use of the words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- 1.5 **Material Deviations:** The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department’s sole discretion, the deficient response is not in substantial accord with this ITB’s requirements, provides an advantage to one bidder over other bidders, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- 1.6 **Minor Irregularity:** A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.7 **P-Card:** Refers to the State of Florida’s purchasing card program, using the Visa platform.
- 1.8 **Purchase Order:** The contract document issued by the Department to the Contractor to procure goods and services.
- 1.9 **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor’s obligations to the Department under the terms of the Contract resulting from this ITB.
- 1.10 **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.11 **Responsive Bid:** A bid, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.12 **Vendor, Offeror and Bidder:** A legally qualified corporation, partnership or other entity submitting bids to the Department pursuant to this ITB.
- 1.13 **Winning or Successful Bidder:** The business or entity submitting the lowest responsive bid, meeting all requirements of the Department’s ITB.
- 1.14 **Balance Of Line:** Balance of line refers to additional items that may be needed by the department. Awards are not based on pricing submitted for balance of line items, but bidders must submit pricing for all balance of line items in order for their bid to be considered responsive. When balance of line items are

listed in a solicitation, the department will clearly indicate what items will be considered in the basis for award.

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SECTION 2 - INTRODUCTION

2.1 Background and Statement of Purpose

The purpose of this ITB is to secure competitive bids from qualified vendors to furnish and install a nurse call system at the Reception and Medical Center in Lake Butler.

2.2 Term of Contract

Purchases shall be accomplished through issuance of a purchase order(s).

SECTION 3 - SCOPE OF WORK

3.1 Specifications

All specifications to be utilized/followed in performing work under this ITB and resulting Contract are indicated in ATTACHMENT 3, consisting of 11 pages. ATTACHMENT 4 provides the layout of the hospital rooms at the Reception and Medical Center, and is provided for informational purposes only.

3.2 Administrative Functions

All administrative functions (e.g., office space, office supplies, telephones, supplies, and typing) shall be provided by the Contractor.

3.3 Contractor Requirements

3.3.1 Examination of Site and Bid Documents

The bidder shall examine this ITB carefully. Ignorance of any requirements contained herein or of conditions existing at the site, will not relieve the Contractor of liability and obligations under the Contract.

3.3.2 Damage to Property

All Department property shall be protected against damage by the Contractor that might occur during or as a result of performance of the Contract.

3.3.3 Completion

Upon completion of the work specified, the Contractor shall reconnect any utilities, equipment or appliances removed in the course of work and replace any furniture, etc., moved during performance of the work. Any debris or rubbish resulting from work performed shall be removed and the premises left clean.

3.3.4 Scheduling

Scheduling of work must be coordinated with the Department and shall not disturb the normal operation of the institution.

Upon completion and acceptance, and before payment will be made, the Contractor must furnish to the owner a Certificate of Warranty guaranteeing the work against any defect in materials or workmanship for the period specified in this ITB, the Contractor's bid or the resultant Contract, whichever period is longest, from date of completion.

3.3.5 Security Guidelines

In performing work under the resultant Contract, the Contractor and his employees, agents or subcontractors shall adhere to the following institutional security guidelines:

- 3.3.5.1 No firearms shall be brought onto the institution's grounds. To do so constitutes a felony. (Weapons shall not be left in vehicles).
- 3.3.5.2 No alcohol or controlled substances are allowed on Department property. Lunch boxes, tool boxes and other containers will be inspected at the gate.
- 3.3.5.3 Formal identification (employee's photo, identification badge or driver's license) shall be carried at all times. Proper identification will be required to be admitted into the institution's grounds.
- 3.3.5.4 The Contractor's employees, agents and subcontractors shall not traffic with inmates. Absolutely no transactions are to occur between construction personnel and inmates. This includes a prohibition against giving or receiving cigarettes, stamps or letters. Any person violating this guideline may be immediately removed from further work under the Contract.
- 3.3.5.5 There shall be no communication with inmates, verbal or otherwise, without the authorization of the institution.
- 3.3.5.6 Construction vehicles shall only be parked in areas designated by the Institution's Warden or Colonel. The Contractor shall contact the Warden or Colonel to confirm parking locations.
- 3.3.5.7 All vehicles shall be locked and keys may not be left in ignition locks of motor vehicles. Wheel locking devices may be required (the Contractor shall contact the Warden or Colonel for determination).
- 3.3.5.8 All keys shall be kept in pockets on the person of anyone performing services under the Contract. Keys may not be left in the pockets of clothing not being worn.
- 3.3.5.9 The Contractor and all employees and agents shall protect tools with strict tool control. Tool boxes shall be locked when not in use. Tools are likely to be stolen if handled in a careless manner. Hammers, saws, side cutter pliers, bolt cutters, etc., are of particular concern. (For example, the loss of a bolt cutter will result in the locking down of the compound. Everyone will be required to stay until it is found.) Every tool is to be geographically controlled at every hour of the day. At night, tool boxes are to be removed from the compound or taken to a secure area as directed by the institution's security staff.
- 3.3.5.10 All lost tools must be reported to the Correctional Officer Chief immediately.
- 3.3.5.11 The Contractor shall take notice that use of any powder activated tools must be prior-approved by security personnel prior to bringing the powder activated tools onto the compound. Strict accounting for all powder loads and spent cartridges is required.
- 3.3.5.12 The Contractor shall establish materials storage and working areas with the Warden and/or Colonel.
- 3.3.5.13 Any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.) shall be coordinated with the Institutional Specialist and the Institution's Officials. No existing utility system may be shutdown without prior approval. The Contractor

shall arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.

3.3.5.14 All construction materials shall be delivered into the compound on trucks entering through the sally-port. All vehicles will undergo a thorough, security check. Due to the time involved in checking each vehicle (10-15 minutes), the Contractor is requested to minimize the number of deliveries.

3.3.5.15 End-of-day construction materials and debris shall be controlled. Construction materials and debris can be used as weapons. To avoid this, the Contractor shall store all material in, and remove debris to, locations agreed to by the security staff.

3.3.5.16 The Contractor's personnel shall arrange for a Correctional Officer to survey the project area before construction personnel leave. This will aid both the Contractor and Department in assuring that necessary security measures have been met.

3.3.6 Criminal Records Check

The Contractor's staff assigned to this project shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This records check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract resulting from this ITB. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide the following data for any individual of the Contractor or subcontractor's staff assigned to the Contract: full name, race, sex, date of birth, social security number, driver's license number and state of issue.

3.4 Damaged Goods

The Contractor shall be responsible for filing, processing, and collecting all damage claims. However, to assist him/her in the expeditious handling of damage claims, the Department will:

3.4.1 Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

3.4.2 Report damage (visible and concealed) to the carrier and Contract supplier, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

3.4.3 Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the Contract supplier.

3.4.4 Provide the vendor with a copy of the carrier's Bill of Lading and Damage Inspection Report.

3.5 Delivery Specifications

Delivery will be as indicated by the bidder on the Cost Information Sheet(s), or as otherwise noted in this ITB.

Additional or altered terms presented in an acknowledgment or invoice will constitute a counter-offer, conditional upon express consent of the altered terms by the Department, and these terms shall be without legal effect if not expressly assented to. Acceptance of shipment will not be deemed to constitute acceptance of additional or altered Contract terms.

3.6 Trade Names

Any manufacturer's names, trade names, brand names or catalog numbers used in specifications contained in this bid are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternate items that meet or exceed the quality level of item(s) listed, unless "No Substitutes(s)" or other similar language is indicated on the Cost Information Sheet. If a vendor is submitting a bid for an alternate item, technical documentation/brochures must be provided to the Department for evaluation purposes. An alternate product sample may be required by the Department for review prior to acceptance.

SECTION 4 - PROCUREMENT RULES AND INFORMATION

4.1 Bid Manager

Questions related to this procurement should be addressed to:

Tim Ellinor, CPPB
Purchasing Specialist Supervisor
Florida Department of Corrections
2601 Blair Stone Road C413
Tallahassee, Florida 32399-2500
Phone: 850-410-4201; Fax: 850-488-7189
Email: ellinor.tim@mail.dc.state.fl.us

From the date this ITB is issued until a notice of intended award, rejection of all bids or other notice is made, no contact related to the ITB will be allowed between a bidder and any Department staff, with the exception of the Procurement Manager or her designee. Bidders shall not contact any other employee of the Department or the State for information with respect to this solicitation. Any unauthorized contact may disqualify the bidder from further consideration.

Pursuant to Section 287.057(24), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any person requiring special accommodations in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-488-6671 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida. (Eastern Time)

	<u>Date</u>	<u>Time</u>	<u>Action</u>
4.2.1	April 23, 2010	8:00 a.m.	Release of ITB
4.2.2	May 10, 2010	10:00 a.m.	Site Visit
4.2.3	May 17, 2010		Last day for written inquiries
4.2.4	May 24, 2010		Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS).
4.2.5	June 2, 2010	2:30 p.m.	Bid Opening
4.2.6	June 9, 2010		Anticipated posting of recommended award
4.2.7	July 7, 2010		Anticipated Delivery/Start Date of Job

4.3 Procurement Rules

4.3.1 Mandatory Vendor Registration

In 2003, the State of Florida implemented an on-line e-procurement system called MyFloridaMarketplace (MFMP) through which all purchase orders are issued and distributed via e-mail or facsimile (fax) machine. The method of automatic distribution is selected by the vendor during the registration process. Therefore, before doing business with any state agency, vendors must register in this system on-line at: <http://dms.myflorida.com/mfmp>. Vendors needing assistance with the registration process may call 1-866-352-3776. For information regarding the fees for this service, please refer to Section 7.4.2

4.3.2 Submission of Bids

Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that bidders follow the format and instructions contained in the Bid Submission Requirements (Section 5), with particular emphasis on the Mandatory Responsiveness Requirements.

The Department will not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bid response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Bids are due at the time and date specified in the Calendar of Events (Subsection 4.2) at the Department of Corrections, Bureau of Procurement and Supply, 2601 Blair Stone Road, 4th floor, Tallahassee, Florida 32399-2500, and shall be submitted to the attention of the Contact Person at the address listed in Subsection 4.1. Bids received late will not be considered. No Department staff will incur responsibility for the inadvertent opening of a bid not properly sealed, addressed or identified.

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any bidder deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

4.3.3 Bid Opening

Bids will be publicly opened at the time and date specified in the Calendar of Events (Subsection 4.2). The name of all bidders submitting bids shall be made available to interested parties upon written request to the Procurement Manager listed in Subsection 4.1.

Any person with a qualified disability requiring special accommodations at the bid opening should contact the Bureau of Procurement & Supply at 850-410-4201 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD).

4.3.4 Costs of Preparing Bid

The Department is not liable for any costs incurred by a bidder in responding to this ITB, including those for oral presentations, if applicable.

4.3.5 Disposal of Bids

All bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

4.3.6 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the bidder within seventy-two (72) hours after the bid due date indicated in the Calendar of Events (Subsection 4.2).

Any submitted bid that has not been properly withdrawn, shall remain a valid bid for ninety (90) days after the bid opening date.

4.3.7 Rejection of Bids

The Department shall reject any and all bids containing material deviations. The following definitions are to be utilized in making these determinations.

4.3.7.1 Material Deviations

The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITB's requirements, provides an advantage to one bidder over other bidders, has a

potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.

4.3.7.2 Minor Irregularities

A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.

4.3.8 Site Visits and Bidders' Conference

The Department encourages minority business enterprises to participate in any bidder's conferences, pre-solicitation, or pre-bid meetings which are scheduled.

The Department will accept verbal questions during the site visit and/or bidder's conference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response **ONLY** to those verbal questions subsequently submitted in writing in accordance with Subsection 5.5.1. This written response will be provided to all prospective bidders as an addendum to the ITB and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

4.3.8.1 Site Visit

All bidders, before submitting their bid, shall visit the work site and become familiar with conditions that may in any manner affect the work to be done. The Department will set a specific date for the site visit and will not allow visits for individual bidders at any other time. Bidders must call the person listed below at least four (4) days prior to the date of the site visit listed in the Calendar of Events and furnish the following information on all attendees: attendee's full name, social security number, date of birth, driver's license number and state of issuance. **Persons present as attendees must be the same individuals noted on the written list (no changes or additions may be made). Attendees must present photo identification at the site. For security reasons, any person present for admission to a site visit not on the written list will be denied access.**

The site visit will be coordinated with:

Ruth Feltner, Assistant Hospital Administrator
Reception and Medical Center
P. O. Box 628, 7765 (CR 231)
Lake Butler, Florida 32054
Telephone: (386) 496-6908
Fax: (386) 496-2069
Email: feltner.ruth@mail.dc.state.fl.us

4.3.8.2 Bidders' Conference

No Bidders' Conference will be held for this procurement.

4.3.9 Bid Inquiries

4.3.9.1 The bidder shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may

request, in writing, to the Department that the specifications be changed. The bidder who requests changes to the Department's specifications must identify and describe the bidder's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received by the Department no later than the date shown for written inquiries in the paragraph entitled "Calendar of Events." A bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of the Department's specifications. The Department shall determine what changes to this ITB shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this ITB, which shall be sent to all bidders in order that all bidders shall be given the opportunity of proposing to the same specifications.

- 4.3.9.2** Any inquiries from bidders concerning this ITB shall be submitted in writing to the Procurement Manager identified in Subsection 4.1 of this ITB and must be received no later than the date and time specified in the Calendar of Events (Subsection 4.2). **E-mail inquiries are preferred, with the bidder/contractor following up with a hard copy by mail or facsimile.** However, it is the responsibility of the bidder/contractor to confirm receipt of e-mailed or faxed inquiries.

4.3.10 Cost Discussions

Any discussion by the bidder with any employee or authorized representative of the Department involving cost information, occurring prior to posting of the results of the winning bid, will result in rejection of said bidder's bid.

4.3.11 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Subsection 4.1 of this ITB shall be considered as a duly authorized expression on behalf of the Department. Only communications from bidders which are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the bidder.

4.3.12 No Prior Involvement and Conflicts of Interest

No officer or employee of the Department shall receive any compensation whatsoever, directly or indirectly, for any act or service which he may do or perform for or on behalf of any officer or employee or agency, or employee of a Contractor; nor shall any officer or employee of the Department or the state be interested, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for or on behalf of the Department.

4.3.13 Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes; seeking to do business with the Department shall be on file and in good standing with the Florida Department of State.

In furtherance of the One Florida Initiative, bidders are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on the One Florida Initiative and CMBEs is available from the Office of Supplier Diversity at <http://osd.dms.state.fl.us>. Please identify each CMBE that will participate in the Contract and the nature of the participation.

4.3.14 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.3.15 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4.3.16 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded contracts to those who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A(e) of the Immigration and Nationality Act.

4.3.17 Bid Guarantee

No bid guarantee is required for this procurement.

SECTION 5 - CONTENTS OF BID

This section contains instructions that describe the required format for the submitted bid. Bids shall be submitted in a sealed envelope, clearly marked "**Bid – ITB # 09-RMC-8173.**"

There is no intent to limit the content of the response. Additional information deemed appropriate by the bidder may be included. However, cluttering the bid with irrelevant material makes the review more difficult. The following paragraphs contain instructions that describe the required format for bid responses.

5.1 Responsiveness Requirements

The following terms, conditions, or requirements must be met by the bidder to be considered responsive to this ITB. Failure to meet these responsiveness requirements may cause rejection of a bid.

5.1.1 Bidder shall complete, sign and return the ITB Bidder Acknowledgement Form (page 1 & 2). The bidder must return either the original or a copy of both pages with an original signature on page one (1).

5.1.2 The bidder shall complete, sign, date and return (all) pricing pages, entitled Cost Information Sheet, which consists of page 46. By submitting a bid or bids under this ITB, each Bidder warrants its agreement to the prices submitted. The Department objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents

attached as part of a bidder's response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Any qualifications, counter-offers, deviations, or challenges may render the bid non-responsive.

5.2 Technical Documentation

The bidder shall provide complete Technical Data on items other than as specified with the bid for review purposes.

5.3 Contact for Contract Administration

Bidders shall return ATTACHMENT 1, Contact for Contract Administration. This shall be the company representative responsible for the day-to-day activities of the Contract.

5.4 Certificate of Insurance

Bidders shall return a fully executed Certificate of Insurance (see ATTACHMENT 2 for sample).

5.5 Addendum Acknowledgment Form

If an addendum to this bid is issued, the Bidder shall complete and insert the Addendum Acknowledgment Form(s).

5.5.1 The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted bid number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). Each bidder is responsible for monitoring this site for new or changing information relative to this procurement.

5.5.2 An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the bid, as instructed in Section 5, Contents of Bid.

SECTION 6 - AWARD OF CONTRACT

6.1 Posting of Recommended Award

The notice of intended award will be posted on or about the date shown in the "Calendar of Events" (Section 4.2) and will remain posted for a period of seventy-two (72) hours. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72 hour time period. Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (see additional instructions listed in Subsection 5.5.1).

6.1.1 Any bidder who desires to protest the recommended award must file the following documents with the Agency Clerk in the Department's Office of General Counsel, 2601 Blair Stone Road, Tallahassee, Florida 32399-2500, (telephone 850-488-2328) and provide copies to the Contact Person listed in Section 4.1 of this ITB:

6.1.1.2 A written notice of intent to protest within seventy-two (72) hours after posting of the recommended award. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72 hour time period.

- 6.1.1.3 A formal written protest by petition within ten (10) calendar days after the date on which the notice of protest is filed.
- 6.1.1.4 A protest bond within ten (10) calendar days after the date on which the notice of protest is filed.
- 6.1.2 Failure to file a protest within the time prescribed in Chapter 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 6.1.3 Pursuant to Section 287.042(2)(c), Florida Statutes, a formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the estimated total value of the proposed contract amount submitted by the protestor. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (telephone number 850-488-2328, facsimile number 850-410-4133). In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.
- 6.1.4 In addition to the requirements of the paragraph No. 15 entitled "Awards" of the General Conditions of the ITB Bidder Acknowledgement Form (page 2), the Department shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the winning bidder.

6.2 Price Determination

The Department will award this Contract to the responsive bidder with the lowest cumulative price as specified on the Cost Information Sheet(s) for this ITB. In the event the lowest cost bidder is found non-responsive, the Department may proceed to the next lowest cost responsive bidder and continue the award process.

6.3 Incomplete Pricing Sheet (Cost Information Sheet)

Any cost information sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all bids. All calculations will be reviewed and verified. The Department may correct mathematical errors; however, in the event of any miscalculation, unit prices shall prevail. All changes/corrections made by the bidder, including corrections made using "white out", shall be initialed by the bidder.

6.4 Identical Tie Bids

When evaluating bids/proposals/responses to solicitations, if the department receives identical pricing or scoring from multiple vendors, the department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C. and Chapter 295.187, F.S.

SECTION 7 - CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this ITB. By submitting a bid in response to this ITB, the bidder is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

- 7.1.1** A bidder's bid in response to this ITB shall be considered as the bidder's formal, final and best offer.
- 7.1.2** When a purchase order is issued, this ITB and the bidder's response shall be incorporated into and thereby become a part of that bidder's purchase order. If there is a conflict in language, the Department's ITB will govern. In the event the conflict involves any warranties, the document bearing the longest warranty period will govern AS TO THE WARRANTY DISPUTE ONLY.

7.2 Term of Contract

Upon selection of the winning bid, the Department shall issue a purchase order to the successful bidder(s).

7.3 Termination

7.3.1 Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail (return receipt requested), facsimile, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

7.3.2 Termination for Cause

If a breach of the Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon 24 hours' notice. Said notice shall be delivered by certified mail (return receipt requested), or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

The Contractor shall have ten (10) days to cure any breach of contract after receipt of a written notice. If the Department finds that no cure has been applied, the Department may cancel the purchase order as above.

7.3.3 Termination for Unauthorized Employment

Violation of the employment provision as determined pursuant to Section 274A, Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Department's purchase order.

7.4 Payments and Invoices

7.4.1 Subcontracts

As stipulated in Subsection 7.25, titled – "Subcontracts", no payments shall be made to the Contractor until all subcontracts have been approved, in writing, by the Department.

7.4.2 Transaction Fee

The Department of Management Services has instituted a statewide eProcurement System ("System"), with the assistance of a third-party agent, Accenture LLP ("Accenture"). All transactions from this Contract shall be processed through this system. Pursuant to Section 287.057(23), Florida Statutes (2002), a Transaction Fee of one percent (1%) of the total dollar

amount of each purchase order shall apply to all purchases from this Contract. The fee shall be paid by the Contractor, and shall not be added to purchase orders as a separate item.

It is the intent of the system to automatically deduct the Transaction Fee from payments to the Contractor. However, this feature is not currently available and Contractors are expected to self-report until a method of automatic deduction is implemented. By submission of these self-reports and corresponding Contractor deposits, the Contractor is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the applicable purchase order or Contract.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM BIDDING ON DEPARTMENT CONTRACTS.**

7.4.3 Payment

The Contractor will be paid one lump-sum payment upon satisfactory delivery and installation of the product.

7.4.4 Invoices

The Contractor agrees to submit invoices for delivery of products and/or compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid upon completion of services and/or receipt, inspection and acceptance of products.

7.4.5 Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than 45 days after acceptance of the final deliverable by the Department. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract resulting from this ITB may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

7.4.6 Purchasing Card Program

The State of Florida has implemented a purchasing card program, using the Visa platform. Vendors may receive payment from facilities by the purchasing card in the same manner as other Visa purchases. By submitting a bid in response to this ITB, the vendor agrees that it will accept payment through use of the Department's purchasing card. For purchases made by purchase order, the purchase order document shall include the invoicing location and conditions of payment.

7.5 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of this Contract.

7.6 Contract Modifications

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if state revisions of any applicable laws, regulations, or increases/decreases in allocations make changes in this Contract necessary. There are no obligations to agree by either party.

7.7 Contract Management

7.7.1 Department's Contract Manager

The Contract Manager for this purchase will be:

Jimmie Smith, Assistant Program Administrator, Contracting
Office of Health Services
2601 Blair Stone Road
Tallahassee, FL 32399
Phone: (850) 410-4618
Fax: (850) 922-6015
Email: smith.jimmie@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

- 7.7.1.1** serve as the liaison between the Department and the Contractor;
- 7.7.1.2** submit requests to the Contract Administrator to process all change orders or amendments, renewals and terminations of this Contract; and
- 7.7.1.3** evaluate Contractor performance upon completion of the initial Contract term and prior to any renewals. This evaluation will be placed on file and will be considered in determining whether to renew the Contract, if applicable, and/or if the Contract is subsequently used as a reference in future procurements;
- 7.7.1.4** in addition, the Contract Manager may delegate functions to a "Local Contract Coordinator"

The Local Contract Coordinator(s) for this Contract will be:

C. Blanche Perry, Hospital Administrator
Reception and Medical Center
P. O. Box 628, 7765 (CR 231)
Lake Butler, Florida 32054
Telephone: (386) 496-6120
Fax: (386) 496-2069
Email: perry.blanche@mail.dc.state.fl.us

The Local Contract Coordinator will be responsible for the following:

- 7.7.1.5.1** verify receipt of deliverables from the Contractor;
- 7.7.1.5.2.** monitor the Contractor's performance; and
- 7.7.1.5.3.** review, verify, and approve invoices from the Contractor;
- 7.7.1.5.4.** submit requests for change orders, if applicable.

7.7.2 The Contract Administrator

Robert E. Staney, Chief
Bureau of Procurement & Supply
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 488-6671
Fax: (850) 922-5330
Email: staney.bob@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

- 7.7.2.1** maintain the Purchase Order or P-Card file;
- 7.7.2.2** process all change orders and purchase order cancellations; and maintain the official records of all correspondence between the Department and the Vendor.

7.8 Contract Management Changes

After execution of the Contract resulting from this ITB, any changes in the information contained in Section 7.7, Contract Management of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract file.

7.9 Annual Appropriation

The State of Florida's and Department's performances and obligations to pay under this Contract are contingent upon an annual appropriation by the Legislature. The costs of commodities paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

7.10 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline.

7.11 Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this project, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work specified.

7.12 Records

7.12.1 Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

7.12.2 Disclosure of Bid Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Respondent or its agents. All bid submittals shall become the property of the Department and shall not be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas submitted. Selection or rejection of a bid shall not affect this right.

7.12.2.1 Confidential, Proprietary, Or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time Respondent submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

7.12.3 Audit Records

7.12.3.1 The successful bidder agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.12.3.2 The successful bidder agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

7.12.4 Retention of Records

The successful bidder agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The successful bidder shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be

retained by the successful bidder at the address listed on the ITB Cover Sheet, PUR 7028, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor at the Vendor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.13 Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Bidder agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes. The Bidder shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

This section is applicable to those products manufactured or services provided by PRIDE. For a list of these products, please go to <http://www.pride-enterprises.org/>.

7.14 Product Available from the Blind or Other Handicapped (RESPECT)

The Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036 (1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

This section is applicable to those products manufactured or services provided by RESPECT. For a list of these products, please go to <http://www.respectofflorida.org>.

7.15 Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065 and Section 287.045, Florida Statutes.

7.16 Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (*insert Vendor's name*) and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.17 Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full time, part time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

7.18 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the performance of, this Contract.

7.19 Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract resulting from this ITB may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

7.20 Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this ITB, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

7.21 Contractor's Insurance

The Contractor shall not commence any work in connection with this ITB or any resultant Contract until he has obtained all of the below-listed types of insurance and such insurance has been approved by the Department. In addition, the Contractor shall not permit or allow any subcontractor to commence work on this Contract (if this Agreement is subcontracted) until all similar insurance required of the Contractor has been obtained by the subcontractor and approved. All insurance policies shall be with insurers qualified and doing business in Florida. The Department shall be furnished proof of coverage of insurance by Certificates of Insurance (Attachment 3) accompanying the contract documents and shall name the Department as an additional named insured.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

7.21.1 Workers' Compensation Insurance

The Contractor shall secure and maintain, during the life of the Contract or other Agreement, Workers' Compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation insurance for all subcontractor employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and cause each subcontractor to provide

adequate insurance satisfactory to the Department for protection of any employees not otherwise protected.

7.21.2 Contractor's Public Liability and Property Damage Insurance

The Contractor shall secure and maintain, during the life of the Contract or other Agreement, comprehensive general liability and comprehensive automobile liability insurance and shall provide the Department with a certificate of insurance naming the Department as an additional named insured. Such insurance shall protect the Department from claims for personal injury, including accidental death, as well as claims for property damage which may arise from any operations under the Contract or other Agreement whether such operations are conducted by himself or by anyone directly or indirectly employed by him.

7.21.3 Liability Insurance Coverage

The Contractor agrees to provide at its sole expense adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of the Contract. At a minimum, such insurance shall include the following: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Upon the execution of this Contract, the Contractor shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined by Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

7.22 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this ITB produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this ITB, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this ITB. All computer programs and other documentation produced as part of the Contract resulting from this ITB shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

7.23 Disputes

Purchasing entities are to report any vendor failing to perform according to the requirements of this contract on a Department of Management Services' (DMS) Vendor form (#PUR7017). A copy of the PUR7017 will be provided to the State Purchasing Office at the Department of Management Services. Should the vendor fail to satisfactorily correct the problem within a prescribed period of time, then a "Request for Assistance" form (#DC2-509) shall be filed with the Bureau of Procurement & Supply in Tallahassee, FL., with a copy to the Contract Manager. If the dispute still cannot be resolved, the circumstances will be submitted in writing to the Department's Bureau Chief, Bureau of Procurement and Supply. The Bureau Chief shall decide the dispute, reduce the decision to writing, and deliver a copy to the Vendor and the Contract Manager. Copies of these submittals shall remain in the contract file for use in decisions regarding renewal options.

7.24 Independent Contractor Status

In the Contractor's performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent Contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or a joint venture between the parties.

7.25 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this ITB. The Contractor may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITB. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the

Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.26 Assignment

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this ITB to another party without prior written approval of the Department's Contract Administrator, or the Contract Manager, if applicable. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this ITB to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.27 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, labor disputes.

7.28 Substitution of Key Personnel

In the event the successful Contractor desires to substitute any key personnel submitted with his/her bid, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

7.29 Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provision hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

7.30 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibit the expenditure of state funds for the purpose of lobbying the Legislature or a state agency.

7.31 Governing Law and Venue

The Contract resulting from this ITB is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

7.32 Convicted Felons Certification

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted.

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ATTACHMENT 1 - CONTACT FOR CONTRACT ADMINISTRATION
ITB # 09-RMC-8173

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ORDERING INFORMATION

ALL PURCHASE ORDERS SHOULD BE DIRECTED TO:

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ATTACHMENT 2 – SAMPLE CERTIFICATE OF INSURANCE

ITB # 09-RMC-8173

INSURER:

Date: _____

This certificate is issued at the request of:

Department of Corrections, State of Florida
Bureau of Procurement & Supply

The following insurance policies of this company have been issued to:

INSURED:

on the construction job designated below:

NAME

LOCATION

PROJECT NUMBER ITB # 09-RMC-8173

INSURANCE IN FORCE	MINIMUM LIMITS	LIMITS IN FORCE	EFFECTIVE DATE	EXPIRATION DATE
Workers' Compensation and Employer Liability Policy No. _____	Statutory			
Contractor's Public Liability and Property Damage: Policy No. _____ 1. Bodily Injury Liability	\$300,000 each accident			
2. Property Damage Liability	\$100,000 each accident \$100,000 aggregate operations \$100,000 aggregate protective \$100,000 aggregate contractual			
Automobile Liability Policy No. _____ 1. Bodily Injury Liability	\$100,000 each person \$300,000 each accident			
2. Property Damage Liability	\$25,000 each accident			
Owner's Protective Liability Insurance Policy No. _____ 1. Bodily Injury Liability	\$300,000 each accident			
2. Property Damage Liability	\$100,000 each accident			

Other Required Coverages

1. "XCU" (Explosion, Collapse, Underground Damage). The Contractor's Liability Policy provides "XCU" coverage for those classifications in which they are excluded.
2. Contractual Liability-Work Contracts: The Contractor's Liability Policy covers such contracts when they are affected.
3. Indemnification Rider: The Contractor's Liability Policy provides a "Hold Harmless" rider to cover the provisions of Article 4.18 of the referenced A.I.A. General Conditions and is so noted on the Contractor's Certificate of Insurance.
4. Fire and Extended Coverage Insurance: The Contractor has taken out and will maintain during the life of this contract a "Builder's Risk Policy" with fire and extended coverage and vandalism and malicious mischief coverage, completed value form.

Policy No. _____

Effective Date: _____

Expiration Date: _____

It is hereby certified that the above-listed required policies and other required coverages are in force, and that the above-listed policies protect the Contractor performing work under the contract for the construction job designated above against all claims for damages for personal injury, including death, resulting from accidents and for damage to property, which may arise from operations under the contract whether such operations be by the Contractor or anyone directly employed by him in connection with the performance of the contract.

In addition, it is also hereby certified that the designated insurer will give notice by mail to the Department of Corrections, Bureau of Procurement & Supply, at least fifteen (15) days prior to any material change in the provisions of, or the cancellation of, the above-listed policies of insurance.

INSURER:

By: _____
Authorized Resident Agent

Address: _____

Attached: Power of Attorney

ATTACHMENT 3 – SPECIFICATIONS
ITB # 09-RMC-8173
CALL BELL SYSTEM AT THE RECEPTION AND MEDICAL CENTER

OVERVIEW OF DESIRED SYSTEM

The desired nurse call system is a direct select system suitable for a small facility which must support two (2) different nursing stations. Required features are listed below:

- Capability to handle up to one hundred and fourteen (114) bed locations.
- Capability to handle up to forty-one (41) bathrooms, eight (8) shower and four (4) tub locations with emergency lights.
- At least three (3) levels of call priority.
- Room monitoring.
- Voice paging for all rooms.
- Twenty-five (25) programmable voice group pagings.
- Staff paging of rooms when members are registered.
- Three levels of staff location.
- Nurse follow mode.
- A telephone style handset that provides a full-duplex audio and a hands-free option.
- Interface with a radio paging system to allow the user to contact staff when there is a patient request.
- A printer that is included and connected to the system that logs all events as they occur and will provide a hard copy record for later review.
- Will allow the staff to leave the master station unattended. This feature provides either manual or automatic staff locators.
- Paging feature that allows the master station to page into selected patient rooms where staff members are located.
- Ability to make general announcements to all patient rooms or to only selected “zones”.
- Allows users to activate reminders for caregivers when one of their patients has made a request.

SECTION 1 - GENERAL

- 1.1** The nurse call system to be furnished shall include the following minimum design and operating characteristics:
 - 1.1.1** Microprocessor based Central Processing Unit.
 - 1.1.2** Multiplexed data and audio transmission.
 - 1.1.3** Addressable stations for 2 way, hands free, communication with the Nurse Master Station.
- 1.2** Menu driven programmable functions
- 1.3** Non-Volatile software

SECTION 2 - EQUIPMENT REQUIREMENTS AND CONSTRUCTION

2.1 CENTRAL PROCESSING UNIT (CPU)

- 2.1.1** The CPU shall use a multiplex bus to send and receive information to and from the addressable stations.
- 2.1.2** All wiring to the CPU shall be via plug-in configuration.

- 2.1.3 All CPUs shall be suitable for desk mounting or wall mounting in a cabinet.
- 2.1.4 CPUs shall provide the nurse call system with the following minimum features:
 - 2.1.4.1 Approximately one-hundred and sixty seven (167) addressable point capacity.
 - 2.1.4.2 Up to two (2) independent master stations with a separate audio path for each location.
 - 2.1.4.3 Allow for interconnection to an uninterruptable power supply that is rated at a minimum of 300 watts. Transfer time shall not exceed four milliseconds.
 - 2.1.4.4 Provide for four 10-watt RMS amplifiers with short and overload protection in each system.
 - 2.1.4.5 Provide video output for up to four monitors.
 - 2.1.4.6 All outputs shall be protected by self-resetting, current limiting devices.
 - 2.1.4.7 CPU shall have a system power on/off switch (110 VAC).
 - 2.1.4.8 Overhead paging system.

2.2 MASTER STATION

- 2.2.1 Master station shall have an ABS flame retardant plastic housing. It shall include an integral speaker/microphone, handset, keypad and control buttons.
- 2.2.2 Master station shall be provided with a 2-1/2" diameter (approx.) speaker/microphone.
- 2.2.3 Each master station shall be designed to work in conjunction with the central processing equipment and the monitor to provide the following minimum functions:
 - 2.2.3.1 Automatically answer highest priority calls by type and/or time of call displayed on the monitor.
 - 2.2.3.2 Operate independently of monitor.
 - 2.2.3.3 Display up to 16 system events on monitor.
 - 2.2.3.3.1 Events will be listed in order of priority, type, and time initiated.
 - 2.2.3.3.2 Events in excess of the 16 being shown will be stored within the system. A maximum of 128 events may be stored.
 - 2.2.3.3.3 Buttons on the master station will be provided to allow the user to page up and down ("scroll") through all of the active events. Events will be displayed in pages of 16.
 - 2.2.3.3.4 If the page up/down keys are pressed and then not used for a period of approx. 7 seconds, the system will reset to displaying the 16 highest priority events.
 - 2.2.3.4 Display on monitor the location of 16 nurse and/or stat service requests.
 - 2.2.3.5 Directly select any call on the screen.
 - 2.2.3.6 Ability to originate a call to any station regardless of calls present.

- 2.2.3.7 Program capability to allow for changing patient station call priorities, patient privacy, staff follower and group page/monitor.
- 2.2.3.8 Ability to place calls on hold.
- 2.2.3.9 Ability to provide the following service requests: "Nurse", and the top level priority urgent service request, "Stat".
- 2.2.3.10 Automatic tone muting when master station is in use.
- 2.2.3.11 Automatic tone on after communications have been terminated.
- 2.2.3.12 Automatically cause a call to be placed from any room where service request has gone into overtime.
- 2.2.3.13 Completely independent operation of up to four master stations connected to the same CPU including four simultaneous talk paths.
- 2.2.3.14 Continuous automatic polling of all addressable stations. Failure of any of these components shall be indicated at the master station by a medium level priority tone, the words "Com Fault" and the location number of the station. Associated duty stations shall also sound at medium-level priority.
- 2.2.3.15 Interface with external paging systems from master station.
- 2.2.3.16 One button menu operation to view all system parameters.
- 2.2.3.17 Master-to-master, two-way communication capability.
- 2.2.3.18 Separate tone and light signals for low, medium and high-priority calls.
- 2.2.3.19 Muting of low priority calls (Master station only).
- 2.2.3.20 The master station handset shall be on-line as soon as it is lifted from the receiver, requiring no additional buttons be pushed for voice communication. Routine calls shall be reset when the handset is replaced on the receiver.
- 2.2.3.21 All data entry capability shall be password protected at the owners' discretion.
- 2.2.3.22 System shall have the capability to display a 5 character alpha-numeric descriptor adjacent to the room number.
- 2.2.3.23 Help screens shall be provided on the monitor for ease of system operation.

2.3 VIDEO MONITOR

Monitor shall be a monochrome composite video with a minimum of 350 lines of resolution.

2.4 PATIENT STATIONS

- 2.4.1 Patient stations shall have extruded aluminum faceplates and metal boxes supporting call inputs. Stations shall accept RJ45 connectors or 1/4" phone plugs. Tamper-proof security screws shall be utilized in all patient stations.

2.4.2 Station face plates shall contain:

- 2.4.2.1** Call placed LED
- 2.4.2.2** In-use light/reset button
- 2.4.2.3** One or two input receptacles

2.4.3 Station electronic platform shall be addressable and capable of supporting (for single or dual stations):

- 2.4.3.1** Intercom
- 2.4.3.2** Intercom to hospital beds and located on the wall

2.4.4 Station electronics shall be capable of supporting inputs from the following peripheral devices:

- 2.4.4.1** Code
- 2.4.4.2** Bath
- 2.4.4.3** Emergency
- 2.4.4.4** Monitor (Equipment)
- 2.4.4.5** Nurse (Presence)

2.4.5 Station electronics shall be capable of outputs to support a four lamp dome light and the supervision of same.

2.4.6 All wiring shall be low voltage and of a plug in configuration.

2.4.7 Stations shall be capable of interfacing with hospital beds that are currently in place and/or new beds that may be purchased.

2.4.8 Patient stations shall be capable of being programmed to 3 levels of call priority.

- 2.4.8.1** Single Station RJ45 Jack
- 2.4.8.2** Dual Station RJ45 Jack
- 2.4.8.3** Single Station 1/4" Phono Jack
- 2.4.8.4** Dual Station 1/4" Phono Jack

2.5 STAFF STATIONS

2.5.1 Staff stations shall be constructed like patient stations with the following exceptions:

- 2.5.1.1** They shall have a combination call button/call placed yellow LED.
- 2.5.1.2** Calls placed by the staff station shall be identified at the monitor with up to a four-digit room number and the word "STAFF."
- 2.5.1.3** The words "RESET" and "CALL" shall be permanently marked on the panel.

2.5.2 Two-way voice communication between the staff station and the master station shall be hands-free at the staff station.

2.5.3 Each staff station shall be provided with an "in use" LED which shall illuminate whenever the master station is in communication with the staff station.

2.5.4 Staff station calls shall be capable of being upgraded to a "stat" urgent service request.

- 2.5.5** Staff stations shall be field programmable to function as a single-bed patient station where call cords are not required.

2.6 DUTY STATIONS

- 2.6.1** Duty stations shall be constructed like patient stations with the following exceptions:

- 2.6.1.1** They shall have a combination call button/call-placed yellow LED.
- 2.6.1.2** They shall have an emergency call-placed indicator red LED.
- 2.6.1.3** They shall have a combination reset switch/red in-use light/tone off button.
- 2.6.1.4** They shall have a 2-1/2" x 2-1/2" speaker that also functions as a tone annunciator.
- 2.6.1.5** The words "RESET," "EMERGENCY" and "ROUTINE" shall be permanently marked on panel.
- 2.6.1.6** Calls placed by the duty station shall be identified at the monitor with up to a four-digit room number and the word "DUTY."

- 2.6.2** Duty stations shall be designed to automatically silence tone signals when communicating with the master station. Automatic silencing features shall be deactivated after communication.

- 2.6.3** Each duty station shall be designed to provide the functions described for staff stations above and shall, in addition, provide:

- 2.6.3.1** Visual and audio indications of low-, medium- and high-priority calls via three (3) distinct tone and flash rates.
- 2.6.3.2** Staff will be unable to mute tones at the duty station.
- 2.6.3.3** It shall be possible to set the tone level to high, medium or low.
- 2.6.3.4** Selective call type annunciation shall be possible for each duty station (i.e. code only).

- 2.6.4** Patient, Duty and Staff stations shall be interchangeable without changes to the back boxes or system wiring. All stations shall be of plug in construction.

2.7 MULTIPURPOSE STATION

Each multipurpose station shall provide the same input capabilities as a patient station without call input or speaker/mic.

2.8 EMERGENCY/CODE SWITCHES

- 2.8.1** Provide the following types of emergency/code switches where indicated on the plans:

- 2.8.1.1** Waterproof bath
- 2.8.1.2** Code call
- 2.8.1.3** Emergency

- 2.8.2** Each emergency/code switch shall be solid state and work with all addressable stations (no code input on Duty).

- 2.8.3** Call indication provided by emergency stations shall be displayed according to priority at the monitor. The following call indication shall be provided for each type station:
- 2.8.3.1** Bath/Shower emergency switches when activated shall:
 - 2.8.3.1.1** Flash the call-placed LED on the calling switch, and associated addressable station(s).
 - 2.8.3.1.2** Flash the white lamps on the dome lamp outside the room containing the station and any associated zone lamp.
 - 2.8.3.1.3** Display the word "BATH" adjacent to the room descriptor on the monitor.
 - 2.8.3.1.4** Annunciate by tone over any associated duty stations and master station.
 - 2.8.3.1.5** Flash the call light at the master station.
 - 2.8.3.1.6** Alternately flash the call-placed and emergency EDs at all associated duty stations.
 - 2.8.3.1.7** Be cancelable only at point of origin.
 - 2.8.4** Emergency switches when activated shall function the same as bath emergency switches except the monitor shall display "EMERGENCY".
 - 2.8.5** Each switch shall be provided with the following minimum features.
 - 2.8.5.1** UL listed under UL 1069 standard for "EMERGENCY CALL SHOWER STATION" as needed.
 - 2.8.5.2** Completely waterproof when installed as per manufacturer's instructions.
 - 2.8.5.3** White FLAME-RETARDANT Type KJB CYCOLAC plastic (ABS) single gang face plate.
 - 2.8.5.4** 1 inch wide red PULL DOWN LEVER permanently marked "EMERGENCY", with feed through hole for nylon cord, if desired.
 - 2.8.5.5** Nylon pull cord with:
 - 2.8.5.5.1** Minimum 70lb test rating
 - 2.8.5.5.2** Maximum 1-1/2 pound pull to activate
 - 2.8.5.5.3** Tassel
 - 2.8.5.5.4** Eyelet for field installation
 - 2.8.5.6** Call placed LED sealed into faceplate.
 - 2.8.5.7** Modular wiring harness.
 - 2.8.6** Code call switches shall be fully supervised. In the event of switch damage or failure, the words "CODE FAULT" and its location shall be displayed on the designated system master station(s). When activated, the code call switch shall:

- 2.8.6.1 Flash the call-placed LED on the calling switch and at associated patient and duty stations.
- 2.8.6.2 Alternately flash the red and white lamps on the dome lamp outside the room containing the switch and any associated zone lamps.
- 2.8.6.3 Display the word "CODE" adjacent to the room descriptor on the designated monitor(s).
- 2.8.6.4 Annunciate the tone at associated duty stations and at the master station.
- 2.8.6.5 Alternately flash the call-placed and emergency LEDs at all associated duty stations.
- 2.8.6.6 Be canceled only at the point of origin.

2.9 PRESENCE STATIONS

- 2.9.1 Presence stations when connected to any addressable station shall have the following minimum features:
 - 2.9.1.1 A green "NURSE" push button w/green LED.
 - 2.9.1.2 A yellow "AIDE" push button w/yellow LED.
 - 2.9.1.3 Plastic, single-gang plate.
 - 2.9.1.4 Associated yellow or green dome lamp will illuminate to reflect registration of staff and flash to indicate service request.

2.10 CORRIDOR LAMPS AND ZONE LAMPS

- 2.10.1 Each lamp shall contain 1,2 or 4 bulbs in the following configuration: white, white-red, and white, red, green and amber.
- 2.10.2 Lamps shall be separated by a barrier.
- 2.10.3 Lens shall be snap-on, high impact, plastic.
- 2.10.4 Each of the following shall have a distinctive visual annunciation:
 - 2.10.4.1 High priority: Code call, fire, emergency and code fault.
 - 2.10.4.2 Medium priority: Stat service request, monitor, bath, cord out, priority, nurse request and aide request.
 - 2.10.4.3 Low priority: Staff, duty, personal attention, routine, nurse present and aide present.

2.11 SUPERVISED CORRIDOR LAMPS

- 2.11.1 All previous lamp indication information listed above shall be identical. The following additional indications shall be provided:
 - 2.11.1.1 Red, amber or green lamp out - white lamp flashes.
 - 2.11.1.2 The words "LAMP FAULT" shall appear adjacent to the room descriptor on the monitor.

- 2.11.1.3 Call-placed and emergency LEDs on all associated duty stations shall alternately flash at the medium-priority level.

2.12 BATTERY CHARGER ASSEMBLY

- 2.12.1 The battery charger assembly shall consist of the following components:

- 2.12.1.1 12 volt rechargeable gel-cell battery
- 2.12.1.2 Battery charger
- 2.12.1.3 24 volt AC transformer
- 2.12.1.4 Cabinet to house the above components

- 2.12.2 The equipment above shall be furnished to complete full supervision of all system components for code blue circuitry per 1989 UL Standard 1069.
- 2.12.3 Battery and battery charger circuitry shall supply voltage to master station to indicate CPU fault in the event of such a condition.

2.13 CALL CLASSIFICATIONS

- 2.13.1 The System shall provide the following call signaling capabilities from the following stations:

- 2.13.1.1 Duty Station - General, fire, monitor, bath, emergency
- 2.13.1.2 Staff - All of the above plus Code
- 2.13.1.3 Patient - All of the above plus routine, personal attention, priority, and cord out.
- 2.13.1.4 Multipurpose - Code, bath, monitor, fire and emergency.

- 2.13.2 Patient and Service calls shall automatically generate an overtime condition if not answered or canceled within a specific time period, programmable to suit the owner's requirements.

- 2.13.3 Calls going into an overtime mode can only be canceled from point of origin.

- 2.13.4 System operation shall be monitored automatically to provide continuous supervision of: all addressable stations code inputs; master stations and supervised dome lamps. All trouble detected shall be reported to the master station/monitor as follows:

- 2.13.4.1 Communication fault
- 2.13.4.2 Lamp fault
- 2.13.4.3 CPU fault
- 2.13.4.4 Cord out
- 2.13.4.5 Trouble: fan
- 2.13.4.6 Trouble: Master station
- 2.13.4.7 Code Fault

- 2.13.5 Individual station failures detected by the system shall be displayed at the monitor by room/location (and bed number if applicable).

2.14 AUDIO COMMUNICATION

- 2.14.1 Audio communication shall meet or exceed NEMA Audio Standard for Nurse Call Systems, Standard Publication No. SB10.

- 2.14.2 Two-way audio communications shall be possible between master stations and between masters and Patient, Duty, & Staff.

- 2.14.3 It shall be possible to page 11 zones:
 - 2.14.3.1 8 selected groups (zones) of stations plus all call.
 - 2.14.3.2 Page to those rooms where staff is present, at three levels - nurse, aide or both.
- 2.14.4 Monitor up to eight stations simultaneously or any station individually.
- 2.14.5 It shall be possible to change the make-up of pre-assigned groups at any time via nurse master keypad.
- 2.14.6 Where necessary, an interface may be provided for the local corridor-paging speakers so as to allow for local paging from the nurse master station.
- 2.14.7 Two-way communication from the master station shall be either of the following:
 - 2.14.7.1 Built-in speaker/microphone; or
 - 2.14.7.2 Built-in telephone handset (without the need for operation of talk/listen controls).

2.15 SIGNALING

- 2.15.1 Each call shall be annunciated at the master station/monitor to clearly indicate call priority and point of origin. Accompanying light and tone signals shall also be vectored to associated duty stations.
- 2.15.2 Descriptive wording shall be in English via 40 character wide, 25 line monitor to allow simultaneous display of up to sixteen events. Events shall be automatically listed by priority and then chronological order. If more than sixteen events are on the system at one time, a "more calls waiting" message shall be displayed and Page Up and Page Down keys will become active on the master station. The user shall be able to use these keys to scroll through the list of available events by pages of sixteen. If the Page Up and Page Down keys are left inactive for a period of seven seconds, the system will automatically reset the display to show the first page of highest priority events. The system may accommodate up to 128 simultaneous events.
- 2.15.3 A minimum of three different types of light and tone signals shall be provided at a Nurse master station and duty stations.
- 2.15.4 Each CPU shall have the capacity to vector a minimum of four distinct video channels.
- 2.15.5 Each video channel shall be able to vector a minimum of 4 sub-groups within that channel to different nurse masters.
- 2.15.6 Each calling station shall indicate call placed by illumination of its respective dome lamp.
- 2.15.7 A dome lamp shall indicate the highest priority call currently active in the associated room.
- 2.15.8 Fault conditions shall be displayed without interrupting the operation of the non-affected devices.
- 2.15.9 "Routine" calls shall:
 - 2.15.9.1 Illuminate the call-placed LED on the patient station (on dual patient stations the call-placed indicator for the patient originating the call shall illuminate)
 - 2.15.9.2 Light the associated dome light and zone light.
 - 2.15.9.3 Be capable of displaying: room number, bed number, alphanumeric descriptor and "routine" on the master station monitor and sound a tone every 8 seconds.

- 2.15.9.4** Signal a routine-level tone at all associated Duty stations.
- 2.15.9.5** Be canceled by any of the following:
 - 2.15.9.5.1** Answering the call from the master station; or
 - 2.15.9.5.2** Pressing the reset button on the patient station; or
 - 2.15.9.5.3** Pressing one of the presence station buttons (if provided).
- 2.15.10** "Personal Attention" shall be similar to the routine call except:
 - 2.15.10.1** "Personal Attention" will display on the monitor
 - 2.15.10.2** The call can only be canceled from point of origin
 - 2.15.10.3** Tones can not be muted at nurse master
- 2.15.11** "Priority" calls shall be similar to "Personal Attention" calls except:
 - 2.15.11.1** The white dome light and associated zone light will flash slowly.
 - 2.15.11.2** The word "PRIORITY" shall appear on the monitor
 - 2.15.11.3** A tone shall sound every 3 seconds at the nurse master and all associated duty stations.
 - 2.15.11.4** The call-placed LED at the master station shall flash along with the call-placed and emergency LEDs on all associated duty stations.
 - 2.15.11.5** "Priority" calls can only be canceled at the point of origin.
- 2.15.12** Removal of call cord or pillow speaker shall automatically generate a call to the nurse master station. The monitor shall display the word "CORD OUT" under call type and the call shall not be canceled until the call device is replaced or a dummy plug is temporarily inserted.
- 2.15.13** "Stat" service request shall be generated from the master station without regard to the presence of other calls or the preprogrammed condition of the patient station. The STAT request shall be displayed in the following manner:
 - 2.15.13.1** Monitor shall flash the room/bed number under the stat column.
 - 2.15.13.2** Associated duty stations shall emit a tone at a high-priority level.
 - 2.15.13.3** The call-placed and emergency LEDs on associated duty stations shall alternately flash at the high priority rate.
 - 2.15.13.4** The green and amber dome lamp outside the room shall flash at the high-priority rate.
 - 2.15.13.5** The call shall be canceled only at the patient station in the "target" room.
- 2.15.14** Each patient station shall be provided with an "in use" indication, which shall illuminate whenever the master station is in audio contact. The system will be unable to monitor a room without illumination of the in-use indicator.

SECTION 3 - PROGRAMMING

- 3.1** The nurse call system shall be designed to allow for on-site programming by staff or manufacturer's agent. The following minimum programming features shall be provided:

3.1.1 Site programming at time of installations

3.1.1.1 A 4-digit room number plus a single bed number

3.1.1.2 Call level for each patient station

3.1.1.3 Zoning of addressable stations

3.1.1.3.1 1 plus a 2-digit bed number

3.1.1.3.2 Additional staff programming options during day-today operation.

3.1.1.3.2.1 Patient call levels

1. Routine, Personal Attention and Priority

a. Patient station privacy

b. Patient station paging

c. Nurse/aide requested

d. Stat service needed by bed

e. Code call assignment by room

f. Selective monitoring of up to 8 stations simultaneously

g. Transfer of room stations to another master station

h. Call hold feature

3.1.1.4 Patient station privacy mode will be programmed through the master station and when in affect, eliminate the monitoring capability at the master station.

3.1.1.5 System operation shall not be interrupted during programming.

3.1.1.6 System configurations utilizing two or more master stations shall allow independent operation of each master.

3.2 WIRING

3.2.1 All nurse call system wiring shall conform to the following:

3.2.1.1 UL Standard 1069

3.2.1.2 NFPA 70, the National Electrical Code

3.2.1.3 NFPA CL2, and be marked as such

3.2.2 Splicing of system wiring shall be accomplished only in equipment back boxes or designated junction boxes using pressure-type connectors: wire nuts, twisting and taping or soldering methods shall not be used in this system.

3.2.3 Documentation detailing all splices, color codes used, and signals assigned to each conductor, shall be furnished to the owner's representative prior to final acceptance of the nurse call system.

SECTION 4 - TRAINING

Manufacturer's representative shall provide training and all instructional material as called for in the specification. Included in this package shall be a training video to be left with the owner for future use.

SECTION 5 - SAFETY

Installation of equipment shall be in strict accordance with the current issues of ANSI/UL 1069, the national Electrical Code (ANSI/NFPA 70), The Health Care Facilities Code (NFPA99) in effect for the applicable jurisdiction.

SECTION 6 - WARRANTY

Nurse call equipment shall be warranted by the manufacturer to be free of defects in material and workmanship for a period of 60 months from the date of installation. In addition, the manufacturer and/or installer shall warrant the equipment installation for a period not less than three (3) years.

SECTION 7 - ACCEPTABLE SYSTEMS

7.1 SIMPLEX, Medlink or an Intego Nurse Call System or approved equivalent.

7.2 Each bidder proposing to use other than the two systems listed above in 7.1, shall specify a system, and provide technical specifications the verify that the system specified meets or exceeds the specifications.

SECTION 8 - INSTALLATION

The successful vendor shall provide all parts, cabling, wiring, etc., required to properly install the equipment system bid. The successful vendor shall perform all necessary work required to properly install the nurse call system bid and to make the system ready for operation.

Delivery and installation shall be completed within ninety (90) days.

RMC HOSPITAL LAYOUT

A four (4) page layout of the RMC hospital is attached (Attachment 4) for reference in identifying the required areas of installation.

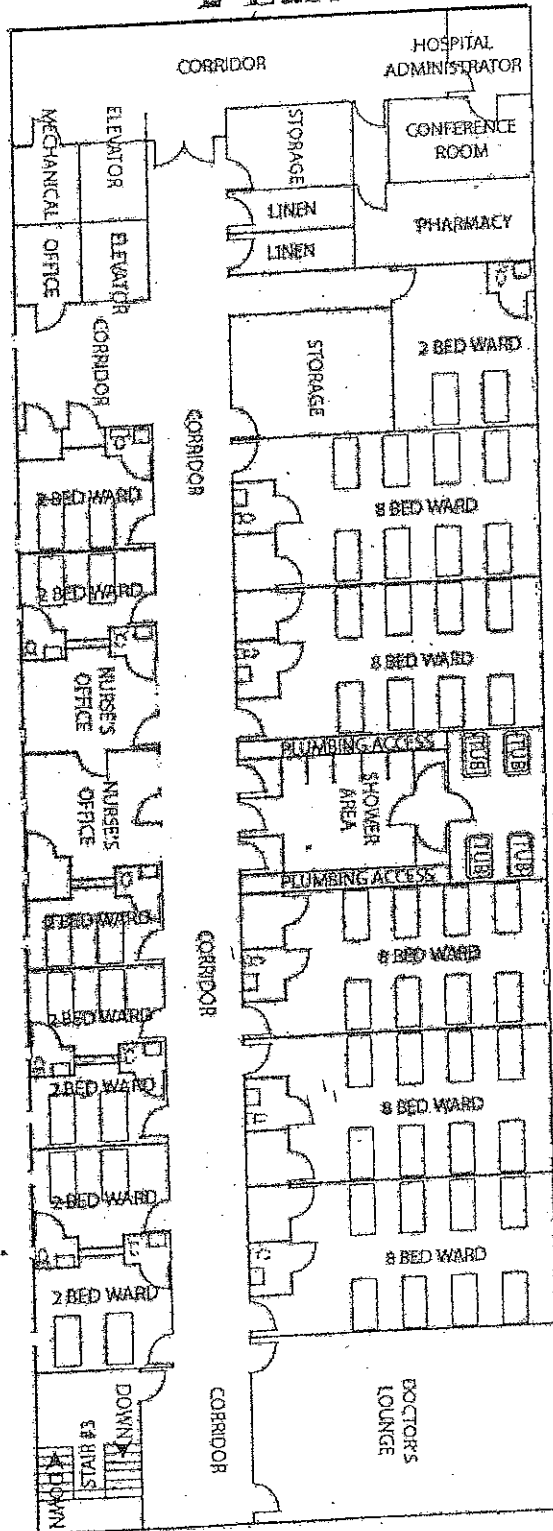
REPLACEMENT PARTS

The following replacement parts, in the quantities shown, shall be delivered "free of charge" at the time of installation:

1. Ten (10) call nurse apparatus for replacement/broken items.
2. Four (4) A1D542 squeeze bulb call nurse system for impaired inmate patients.
3. Four (4) replacement covers for three level light system outside of the room.

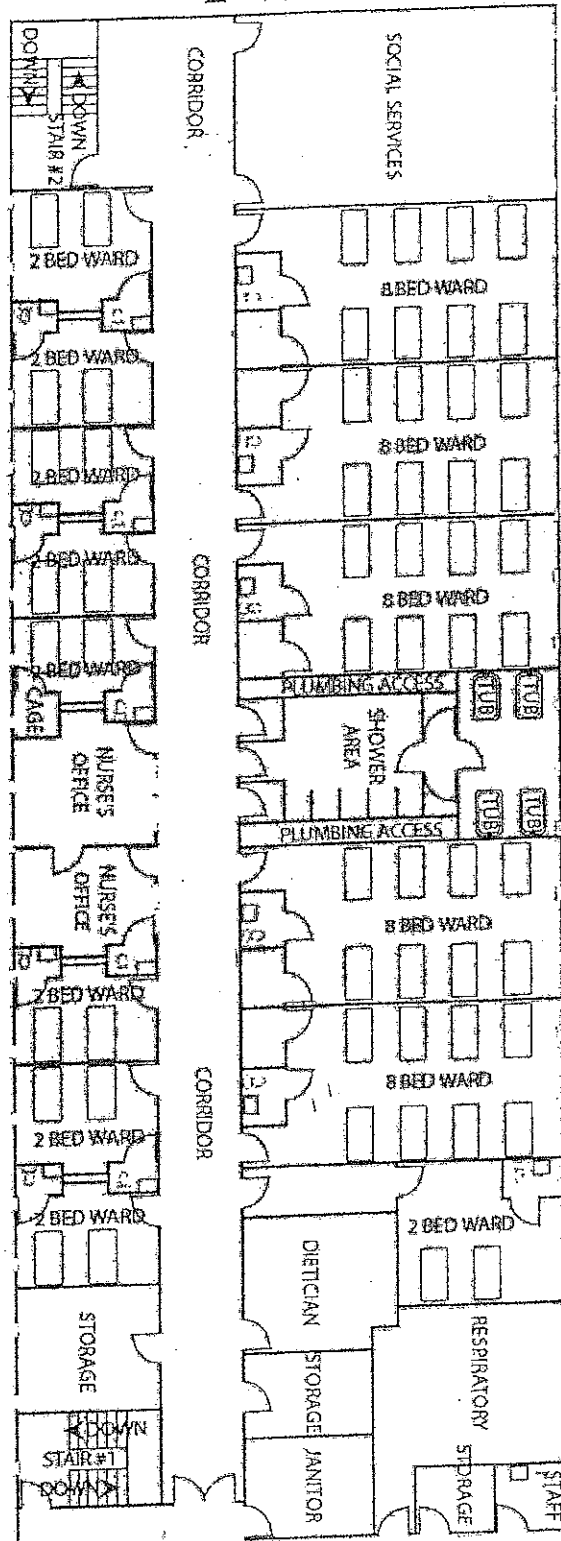
ATTACHMENT 4 – HOSPITAL LAYOUT

2-East



ATTACHMENT 4 - HOSPITAL LAYOUT

2-West



**MANDATORY FORM
COST INFORMATION SHEET**

**DEPARTMENT OF CORRECTIONS
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2500**

Bid No: 09-RMC-8173
Bid Title: Nurse Call System

Specify brand/model bid: _____

A. COST BID FOR ALL EQUIPMENT \$ _____

B. COST BID FOR ALL LABOR \$ _____

TOTAL COST (A and B) \$ _____

GRAND TOTAL - AWARD

DELIVERY & INSTALLATION WILL BE COMPLETED WITHIN _____
CALENDAR DAYS OF ISSUANCE OF THE PURCHASE ORDER RESULTING FROM THIS
BID AND SHALL NOT EXCEED NINETY DAYS.

NAME OF BIDDER

FEID#

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE