

**REQUEST FOR PROPOSALS # CU2207  
NURSING SIMULATION ROOM SERVICES**

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Questions will be received until March 14, 2022 at 4:00 PM EST

Proposals will be received until March 24, 2022 at 4:00PM EST

# REQUEST FOR PROPOSALS

RFP # CU2207

## **SECTION 1: GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS**

1.1 Purpose: The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with a qualified vendor to develop a turnkey simulation center for Concord University. The simulation center is intended to be an experiential learning classroom for nursing and other potential health professional students, among other uses. It is Concord's intent to award to a single offeror for this project so the qualified vendor must be capable of delivering, installing, and training faculty on all specialized simulation equipment and software outlined in this RFP.

1.2 Schedule of Events:

Release of RFP: 03/07/2022  
Question Deadline: 03/14/2022  
Addendum/Response to Questions: 03/17/2022  
Proposal Due Date: 03/24/2022  
Target Award Date: 03/31/2022

1.3 Bidder's Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Proposal (RFP) is:

Andrea Webb, Director of Procurement  
PO Box 1000  
Athens, WV 24712  
(304) 384-5233  
Webba08@concord.edu

A Bidder, or anyone acting on the Bidder's behalf, may not make any contact whatsoever with any staff member of the WV Higher Education Policy Commission other than the Director of Procurement concerning the requested services, terms or conditions set forth in the in the RFP. Violation of this clause may result in the rejection of the bid.

1.4 Posting of Information: This RFP and any addenda, including answers to questions, will be posted on the Concord University RFP webpage: <https://www.concord.edu/About/Important-Offices-Centers/Business-Office/Accounts-Payable-Procurement/RFPs.aspx>.

1.5 Questions and Answers: Questions concerning this RFP will be received in writing (via e-mail is acceptable) by the point of contact until the deadline identified in Section 1.2. When

submitting questions by e-mail, please reference RFP #CU2207 in the subject line. Questions, if any, will be answered by addendum and posted to the webpage identified in Section 1.4 above.

1.6 Proposal Submission: Proposals may be emailed to: webba08@concord.edu OR mailed/delivered on or before the date required in Section 1.2.

For email submissions, please see Exhibit E for guidelines

For mailed/delivered submissions, the outside of the envelope should be clearly marked with the RFP number, the bid opening date/time and the Director of Procurement's name. In addition, a digital copy of the proposal should be submitted; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original proposal.

**NOTE: IF SUBMITTING THE BID ELECTRONICALLY, ALL PRICES ARE TO BE PROVIDED IN A SEPARATE EMAIL LABELED RFP #CU2207 PRICING. IF SUBMITTING BY MAIL/DELIVERY, COST MUST BE IN A SEPARATE SEALED ENVELOPE LABELED AS PRICING INFORMATION.**

**PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED. IT IS THE BIDDER'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.**

1.7 Proposals shall remain in effect ninety (90) days from the submission date.

1.8 Conflict of Interest: By signing the proposal, the bidder affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its' proposal. Bidder will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the bidder must disclose it to the state promptly.

1.8 Independent Proposal: A proposal will not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offer or with any competitor. The price quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.9 Exceptions and Clarifications: By submitting a proposal in response to this RFP, a firm shall be deemed to have accepted all the terms, conditions, and requirements set forth in herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a firm wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFP in total shall be incorporated into the contract by reference. The state may accept or reject the Firm's proposed exceptions as it deems appropriate and in the best interests of the Systems.

The State's Agreement Addendum (WV-96) is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the Systems for execution (See Exhibit D).

1.10 Rejection of Proposals: The Director of Procurement reserves the right to accept or reject any or all proposals, in part or in whole, at her discretion. The Director reserves the right to withdraw this RFP at any time for any reason. Submission of, or receipt by, the Director confers no rights upon the bidder nor obligates the State in any manner.

1.11 Expenses: The state will not be held liable for any expenses incurred by any bidder responding to this RFP including expenses to prepare or deliver the proposal or attend any oral presentation.

1.12 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFP may be awarded without such discussions or interviews.

1.13 Oral Statements and Commitments: Any oral representations made or assumed to be made during discussions held between the bidder's representatives and the state personnel are not binding. Only the information issued in writing and added to the RFP by an official written addendum is binding.

1.14 Award: It is anticipated that a single contract will be awarded for all services. However, the state reserves the right to configure the contract in whatever manner is in its' best interests.

1.15 Public Record: All documents submitted in response to the RFP and any documents created as a result of this RFP are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours.

The only exception for public record is disclosure information listed in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure. **Do not submit material you consider to be confidential, a trade secret or otherwise not subject to public disclosure.**

1.16 Contract: The RFP and the bidder's response will be incorporated into the contract by reference. The order of precedence is the contract, the RFP and any addendum and the bidder's proposal in the response to the RFP.

1.17 Insurance: The apparent successful vendor shall furnish proof of Commercial General Liability Insurance in an amount of: \$1,000,000 and must include the state as an additional insured on each policy prior to contract award.

1.18 Workers' Compensation Insurance: Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required and shall furnish proof of worker's compensation insurance upon request.

1.19 Contract Term: This contract will be effective on 04/01/2022 and the initial contract term extends until 03/31/2023. This contract may be renewed upon mutual written consent of the state, the vendor and the Attorney General's Office (Attorney General approval is as to form only).

1.20 Contract Renewal: Any request for renewal should be delivered thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. Contract renewals shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified, renewal of the contract is limited to one successive one (1) year periods. Automatic renewal of this contract is prohibited.

1.21 Contract Changes: Any changes to the original contract will be made via a Change Order issued by the state. No change is official until a signed Change Order is produced.

1.22 Contract Termination for Unavailability of Funds. If funds are not appropriated or allocated for the services provided under this contract, the state may terminate the contract at the end of the affected current fiscal period without charge or penalty. The state shall give the vendor written notice of such non-appropriation or non-allocation of funds as soon as possible after the state receives notice.

1.23 Contract Termination for Failure to Perform: The state may terminate the contract resulting from this RFP immediately at any time the vendor fails to meet the terms of the contract.

1.24 Payment of fees will be made upon successful completion of the required services. Progress payments for services satisfactorily completed may be made pursuant to a payment schedule which is deemed satisfactory to the state and is included in the bidder's response to this RFP.

1.25 Invoices: The vendor shall submit invoices, in arrears. State law prohibits payment of invoices prior to receipt of services. State law does not provide for interest payments on late payments. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are usually paid within thirty (30) days.

1.26 Payment in Arrears: Payments for goods/services will be made in arrears only upon receipt of a proper invoice detailing the goods/services provided. Payments for software maintenance, licenses or subscriptions may be paid annually in advance.

1.27 Taxes: The State of WV is exempt from federal and state taxes and will not pay or reimburse such taxes.

1.28 Governing Law: This contract shall be governed by the laws of the State of West Virginia.

1.29 Arbitration: Any references made to arbitration contained in the contract or other documents pertaining to this contract are hereby deleted, void and of no effect.

1.30 Subsequent Forms: The terms and conditions contained in the contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by the vendor including price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of a vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

1.31 Assignment: Neither this contract, nor any monies due, or to become due hereunder, may be assigned by the vendor without the express written consent of the state and the Attorney General's Office (as to form only).

1.32 Privacy, Security, and Confidentiality: The vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the state, unless the individual who is the subject of the information consents to the disclosure in writing.

1.33 Indemnification: The vendor agrees to indemnify, defend, and hold harmless the State, its officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by federal or state statutes or regulations; and (3) Any failure of the vendor, its officers, employees or subcontractors to observe state and federal laws including, but not limited to, labor and wage and hour laws.

1.34 Licensing: In accordance with WV Code of State Rules §148-1-6.1.e, vendor must be licensed and in good standing in accordance with any and all state laws and requirements including, but not limited to, the WV Secretary of State Office, the WV Tax Department, West Virginia Insurance Commission, and any other state agency.

1.35 Background Check: In accordance with WV Code §15-2D-3, the state reserves the right to prohibit a service provider's employees from accessing sensitive or critical information based upon results addressed from a criminal background check.

1.36 Used or refurbished: Unless expressly permitted in the solicitation, vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this contract.

## **SECTION 2: ELIGIBILITY REQUIREMENTS**

2.1 Vendor Registration – WV Code § 5A-3-12. The West Virginia Code requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000. See <http://www.state.wv.us/admin/purchase/vrc/default.html> for additional vendor registration information.

2.2 Debarment – WV Code §5A-3-33 through §5A-3-33F. Vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3 West Virginia Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State.

2.4 Taxpayer Identification Information. The Internal Revenue Service (IRS) requires the state to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See Exhibit A.

2.5 Purchasing Affidavit – WV State Code §5A-3-10a. WV State Code requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit B) should be completed, signed, and returned with the bidder’s proposal.

2.6 RFP Response Title Page – The Title Page includes the RFP Number, Addenda Received check boxes, the Bidder’s business name, business address and telephone number, a contact name and e-mail address and includes a signature line and date for the individual authorized to obligate the business. See Exhibit C.

2.7 Interested Party Disclosure: WV Code §6D-1-2 requires that a vendor submit a disclosure of interested parties for any contract that is estimated to have a value of \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contact award.

### **SECTION 3: BACKGROUND INFORMATION**

3.1 Concord University is a public, comprehensive regional institution located in rural southern West Virginia with nearly 1,800 students. Since 1872, Concord has offered quality educational programs to one of the poorest regions of the country.

3.2 In 2022, Concord received funding from the State of West Virginia to launch a baccalaureate level nursing degree program. As such, Concord will be purchasing a large amount of equipment and making numerous improvements to facilities to support the program’s launch.

### **SECTION 4: SCOPE OF SERVICES**

4.1 This RFP may contain mandatory provisions identified by the use of the words “must, will and shall”. Failure to comply with a mandatory term in the RFP will result in bid disqualification.

4.2 Concord is in search of a company to transform existing space on campus into a

fully-functioning, state of the art nursing simulation space.

4.3 The consultant will provide recommendations on patient simulation mannequins based on available space. Vendors are strongly encouraged to perform a site visit before submitting a proposal.

4.4 After installation of the simulation space is complete, consultant will provide education/training for Concord faculty on all new equipment and technology

4.5 All simulators should come equipped with instructor tablets, operating software, and other necessary simulated medical equipment.

4.6 For a detailed breakdown of the simulation equipment and technology needed to support Concord with current and future training needs, please see Appendix F – Equipment and Technology Specifications

## **SECTION 5: VENDOR INFORMATION AND QUALIFICATIONS**

Provide a statement/response to each of the following:

5.1 Identify and provide a statement of qualifications of individuals to be assigned direct responsibility for the services.

5.2 Describe the experience that key personnel have, their length of service with the firm, as well as other relevant skills.

5.3 Describe the Firm's size, illustrating its ability to fulfill the terms of the RFP.

5.4 Describe any related experience.

5.5 Provide a complete description of how the work will be conducted including all quality assurances that are provided in the firm's process for this type of work and detail the amount of time and effort that will be required of the entities' personnel. Include in this description an explanation of the tools/technology used to collect/coordinates requested items.

5.6 Provide a proposed schedule that ensures completion of the services.

5.7 Provide the names, telephone numbers and mailing addresses of at least three higher education clients and the contact person from whom references may be obtained for both the firm and the key personnel assigned to the engagement. References should



be from clients comparable to the type and scope of services solicited in this RFP.

## **SECTION 6: BIDDER RESPONSE AND EVALUATION CRITERIA**

6.1 Economy of Preparation: Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

**NOTE: ALL PRICES ARE TO BE PROVIDED IN A SEPARATE EMAIL OR SEALED ENVELOPE LABELED AS PRICING INFORMATION.**

6.2 Proposals should be limited to 50 pages. Additional material may be presented as exhibits to the main proposal.

6.3 A Title Page (Exhibit C) should be provided. The Title Page is the preferred method of providing the bidder's information. If the bidder does not utilize the Title Page, the bid must provide a cover letter with, at a minimum, the signature of an individual authorized to obligate the company and a date.

6.4 The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below.

**Vendors failing to score at least 70% or 49 points for Sections 6.4.1 and 6.4.2 will not be considered to have met the minimum acceptable score. Any vendor not meeting the minimum acceptable score will NOT have their prices opened and will NOT be considered for award of the bid.**

6.4.1 Qualifications, Experience and Company Background – 40 points

Responses to Section 5 will be reviewed and evaluated here.

6.4.2 Services – 30 points

Responses to Section 3 and 4 will be reviewed and evaluated here.

6.4.3 Price – 30 points – The low bid will receive the full 30 points. Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the low bid cost.

6.5 Award will be made to the bidder receiving the highest point total.

6.6 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the state reserves the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

## TITLE PAGE

The undersigned declares that he/she has read the RFP and that the following BID is submitted as a good faith response.

The undersigned declares that he/she has the authority to obligate the company.

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 \_\_\_\_\_ (initial receipt)

Addendum 2 \_\_\_\_\_ (initial receipt)

Addendum 3 \_\_\_\_\_ (initial receipt)

\_\_\_\_\_  
(Signature of Signee)

\_\_\_\_\_  
(Name of Signee)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(E-mail)

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striktthrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: \_\_\_\_\_

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT E - VENDOR GUIDELINES FOR BID SUBMISSIONS VIA EMAIL

## 1. Purpose of These Guidelines

Concord may post opportunities that allow vendors to submit their bids / proposals / responses (known as submissions) electronically via email. This document is intended to assist vendors in understanding:

- the risks associated with submitting an emailed submission; and
- the pitfalls that should be avoided if emailing a submission.

**NOTE:** Vendors who deliver submissions via email do so at their own risk; Concord does not take any responsibility for any emailed submission that:

- does not arrive on time;
- is rejected; or
- contains corrupted electronic files.

## 2. Risks

Although emails are sent every day without incident, there are a number of risks that could occur and delay the receipt of an email. An email submission is deemed to have been received once it arrives in Concord's Electronic Mail System. Emailed submissions that arrive late will not be considered, regardless of the reason, and vendors will not have the option to resubmit after the closing date and time.

Following are some of the reasons that may delay an email, or cause an email to be rejected by Concord's email system:

1. Delays can occur as an email moves from server to server between the sender and the recipient, meaning that the time when an email is received can be later – and sometimes considerably later – than the time when it was sent. Concord will consider the time that an email was received by Concord's email system as the official time for any emailed submission.
2. Concord's email system has technical and security limitations on the size and type of files that will be accepted. Emails containing attachments that exceed 30 MB cannot be accepted.
3. Concord's email system has protocols whereby an email may be investigated as potential spam or containing a virus / malware. Such protocols may result in an email being sent to the recipient's inbox late.
4. Concord's email system has protocols whereby an email may be investigated as having Personally Identifiable Information (PII). An email determined by the system to contain PII or data of a similar appearance of PII will not be delivered.
5. Concord's email system is designed to reject any email that is considered spam or that contains a virus or malware. On occasion, an email may be falsely flagged and rejected. Copies of rejected emails

are not kept in the email system, and therefore no possibility exists to retrieve an emailed submission that has been rejected.

6. In addition, it is possible that one or more attachments to an email to become corrupted and therefore inaccessible to Concord's email system. Vendor will not have the option to resubmit after closing if the attachments cannot be opened. Further, Concord cannot open any submission prior to closing to confirm whether or not the files have been corrupted.

### **3. Vendor Guidance for Emailed Submissions**

1. Never assume that a solicitation allows for emailed submissions. Emails should only be used as a delivery mechanism when the opportunity expressly allows for it.

2. Never assume which email address is being used for submissions, when emailed submissions are permitted. Carefully read the instructions and ask questions well in advance of closing if the email address for submissions is not clear. Submissions that are emailed to any address other than the one expressly stated for the purpose may be rejected as missing a mandatory requirement of the solicitation.

3. Avoid using generic subject lines in the emailed submissions that do not clearly identify the solicitation name and / or number as well as the vendor organization name. The subject line of the email should be: BID FOR RFP #XXXX DUE XX/XX/XXXX AT 4:00PM.

4. Avoid multiple emails from the same vendor for the same opportunity wherever possible. If multiple emails cannot be avoided (e.g., the collective size of the emails exceeds the maximum size allowed), identify how many emails constitute the full submission and provide clear instructions on how to assemble the submission. Multiple submissions from the same vendor for the same opportunity may result in rejection if these instructions are unclear.

5. Vendors may update, change, or withdraw their submission at any time prior to the closing date and time. If emailing updates or changes, do not submit only the changes that then require collation with the previous submission. Instead, a complete revised package with clear instructions that it replaces the earlier submission should be sent. This will help to avoid any confusion as to what constitutes the complete submission.

6. Avoid emailing submissions in the last 60 minutes that the solicitation is open. Sufficient time should be left prior to closing to ensure that the email was received, and to resubmit before closing if a problem occurs.

7. Do not assume that the email has been received. If a confirmation email is not received shortly after sending the email, contact the named Contact on the solicitation to confirm whether or not their submission was received. In addition, send the emailed submission with a delivery receipt request. If unsure how to send an email with a delivery receipt request, contact the vendor's own system support personnel or search online for instructions specific to the vendor's email system (e.g., Outlook, Gmail, etc.)

8. If the confirmation email is not received, do not resubmit without first contacting the named Contact. Resending a submission should only occur once confirmation is received that the original email was not received, and enough time is left for receipt of the submission prior to the closing date and time.
9. Do not ignore any message from Concord regarding rejection of an emailed submission. If such a message is received prior to closing, contact the named Contact on the opportunity immediately.
10. If time permits prior to closing, possible remedies for a rejected or missing emailed submission include:
  - i. If the collective size of the emailed attachments exceeds 30 MB, resubmit it over multiple emails, clearly identify how many emails constitute the full submission and how to collate the files.
  - ii. If the emailed submission included zipped or executable files, unzip or remove the executable the files and resubmit over one or more emails (see previous bullet if the files collectively exceed 30 MB).
  - iii. Resend the submission from a different email account.
  - iv. If permitted in the opportunity, use an alternative method to deliver the submission (e.g., mailed or hand delivered).

Note: None of these remedies are applicable after the closing date and time.

## EXHIBIT F – EQUIPMENT & TECHNOLOGY SPECIFICATIONS

### RFP PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with a qualified vendor to develop a turnkey simulation center for Concord University. The sim center is intended to be an experiential learning classroom for nursing and other health professional students, among other uses. It is Concord's intent to award to a single offeror for this project so the qualified vendor must be capable of delivering, installing, and training faculty on all specialized simulation equipment and software outlined in this RFP.

The selected vendor must be the manufacturer of a product portfolio that includes all of the following simulation equipment in order to support Concord University with current and future training needs.

- High fidelity patient simulators
  - Adult Prehospital
  - Birthing
  - Pediatric
  - Infant
- Mid fidelity patient manikins
  - Adult Nursing
  - Adult EMS
- Simulated medical equipment
  - Defibrillator
  - Ventilator
  - Anesthesia machine
  - Transport ventilator
- Task trainers to include
  - Venipuncture training aids
  - Suture training aids
  - Ultrasound trainers
  - Infusion trainers
- Simulation Management System
  - Web-based audiovisual software and hardware

In addition to this simulation equipment, the selected vendor must have the capabilities to support Concord University with the following services, as necessary:

- Training needs analysis
- Simulation center design
- Staffing services
- Operations management



- Installation
- Product training conducted by clinical educators
- Warranty, support, and maintenance
- Free training courses hosted at vendor's facility
- Accreditation support

## **High Patient Simulators**

Concord University requires a family of patient tetherless, high fidelity patient simulators to include adult prehospital, birthing, pediatric, and infant simulators. The features outlined below are mandatory:

### **Adult Prehospital**

#### **Includes**

- Tablet
- Operating Software
- 4 simulated clinical experiences
  - Anaphylaxis
  - Heart failure with pulmonary edema
  - Severe young asthmatic
  - Subdural hematoma
- 1 standalone software license to support scenario development/classroom instruction
- Year 1 Warranty
- Free training at vendor's headquarters

#### **Airway**

- Bag-valve-mask ventilation
- Head tilt/chin lift
- Jaw thrust
- Tongue swelling
- Bronchial occluder
- Surgical cricothyrotomy
- Needle cricothyrotomy
- LMA and other supraglottic adjuncts
- Upper airway designed from CT scan data of a real human patient
- Intubation: orotracheal, nasotracheal, retrograde, fiber optic
- Right mainstem intubation detection
- Gastric distention with esophageal intubation
- Laryngospasm
- Airway occluder
- Posterior oropharynx occlusion

#### **Articulation**

- Articulating neck, shoulders, elbows, arm and hips

## Breathing

- Bilateral and unilateral chest rise and fall
- Spontaneous breathing
- Bronchial Occlusion
- Integrated SpO2 finger probe with simulated patient monitor
- Breath sounds over entire lungs
- Bilateral chest tube insertion, sensed, with fluid output
- Carbon dioxide exhalation
- Bilateral needle decompression

## Circulation

- Defibrillation and cardioversion using live defibrillators
- Pacing (use of hands-free pads)
- 12-lead dynamic ECG display
- ECG monitoring posts and interface with real ECG monitor
- Bilateral blood pressure measurement by auscultation and palpation
- Bilateral carotid, brachial, radial, femoral, popliteal, posterior tibia, dorsalis pedis pulses

## CPR

- New: CPR analysis that is compliant with AHA 2020 guidelines
- Adequate chest compressions result in simulated circulation, cardiac output, central and peripheral blood pressures, carbon dioxide return
- Hand-placement detection

## Gastrointestinal

- Nasogastric tube placement
- Bowel sounds, all 4 quadrants

## IV / IO / IM

- Bilateral IV placement sites in antecubital fossa and dorsum of hand
- IM injection site, right deltoid
- Humeral IO site, left

## Neurological

- Blinking eyes
- Reactive pupils
- Fixed pupils (blown, pinpoint, normal)
- Convulsions

## Sounds

- Pre-recorded sounds and speech, custom vocalization recorded by the user, via wireless microphone
- Heart, bowel, and breath sounds (anterior and posterior) independently controlled
- Audible breathing sounds (wheezing and gasping)

## Trauma

- Two simultaneous bleeding/moulage sites with 1.5 L blood tank capacity
- Limbs can be removed at the knees and elbows to support amputations
- Automatic responses to 68 intravenous and inhaled medications
- Responses are dose dependent and follow appropriate time course

## Urinary

- Urinary catheterization
- Interchangeable male and female genitalia

## Secretions

- Eye, nose and mouth

## Birth Simulator

### Includes

- Tablet
- Operating Software
- Gender conversion kit to include male and female genitalia, chest skins and wigs
- 10 simulated clinical experiences
  1. Normal Delivery
  2. Instrumental Vaginal Delivery
  3. Fetal Tachycardia (due to maternal pyrexia)
  4. Breech Delivery
  5. Fetal Central Nervous System Depression (due to narcotics administered to mother)
  6. Shoulder Dystocia
  7. Major Postpartum Hemorrhage (due to uterine atony)
  8. Maternal Cardio-Respiratory Arrest
  9. Eclampsia
  10. Umbilical Cord Prolapse
- Patient monitor with CTG monitoring
- Standard Female Patient Module with non-gravid abdomen and 5 simulated clinical experiences
  1. Chronic Heart Failure Exacerbation
  2. Acute Respiratory Distress Syndrome
  3. Sepsis with Hypotension
  4. Brain Attack with Thrombolytic Therapy
  5. Motor Vehicle Collision with Hypovolemic Shock
- 1 standalone software license to support scenario development/classroom instruction
- Year 1 Warranty
- Free training at vendor's headquarters

### Obstetrical

- Integrated maternal-fetal physiological modeling
- Realistic birth canal and vulva
- Perineum support with accurate fetal descent and rotation
- Multiple birthing positions: lithotomy, sitting and all-fours
- Rectal suppository administration

### Prepartum

- Vaginal examinations for evaluation of the cervix, fetal station, and position
- Static cervixes represent various stages of dilation from closed to 5 cm, and effacement from 0 to 90%
- Leopold's maneuvers
- Epidural port with infusion and aspiration

## **Intrapartum**

- Realistic palpable uterine contractions
- Controllable rate and duration of contractions
- Trendelenburg position with detection
- Left lateral tilt with detection
- Vertex and breech delivery
- McRoberts maneuver with observable pelvic tilt
- Suprapubic pressure support and detection with palpable symphysis pubis
- Supports delivery of posterior arm during shoulder dystocia
- Zavanelli maneuver with detection
- C-section team training support
- Rotation of anterior and posterior shoulder is detected in resolving shoulder dystocia (Rubin II and Woods' Screw maneuvers)
- Forceps application
- Vacuum extraction
- Intact/fragmented placenta with realistic color, texture and flexibility

## **Fetus**

- Fetal heart sounds (five locations based on fetal presentation)
- Articulated fetal body and neck (with lateral neck movement), shoulders, elbows, hips, and knees
- Clinically accurate fetal size with tactile realism– 50th percentile on the WHO growth chart
- Fetal neck traction sensing
- Palpable fontanel and sagittal suture
- Fetal airway suctioning
- Programmable audible cry upon delivery
- Predicted 1-minute and 5-minute APGAR scores based on fetal blood gas values
- Umbilical cord that can be cut and clamped

## **Postpartum**

- Postpartum hemorrhaging, including Class III hemorrhage
- Contracted and boggy uterus
- Bimanual compression and uterine massage with detection and automatic response
- Uterine blood released upon massage
- Inverted postpartum uterus
- Uterine reversion (optional uterine inversion module)
- Intrauterine balloon insertion

## **Airway and Breathing**

- Realistic upper airway
- Positive pressure ventilation
- Bag mask ventilation
- Advanced lungs with mechanical ventilation support, including patient-triggered modes
- Airway management and ventilation
- Supports endotracheal tubes, nasal-pharyngeal and oropharyngeal airways
- Spontaneous breathing with chest excursion
- Lung auscultation: anterior and posterior
- Spontaneous chest excursion

## **Circulatory System**

- Electrocardiogram (ECG) monitoring posts for interface with real ECG monitor
- 12-lead dynamic ECG display
- Dynamic bilateral pulses: carotid, radial, brachial, and dorsalis pedis
- Variable pulse strength

## **Cardiovascular**

- Correct hand placement detection
- Advanced CPR analysis (compression depth and rate, chest recoil, compression fraction, ventilation volume and rate)
- CPR metrics compliant with AHA guidelines
- Pacing, cardioversion and defibrillation
- NIBP by auscultation and palpation
- Heart sounds

## **Nervous System**

- Seizure is simulated with rhythmic movement of arms and rapid blinking
- SymEyes display patient symptoms and conditions, including jaundice, hemorrhage, keyhole pupil, cataracts and bloodshot or droopy eyes
- Blinking, panning and reactive eyes with multiple settings

## **Fluids**

- Postpartum bleeding tank (1.8 L)
- Bilateral IV arms
- Urinary catheterization
- Epidural infusion

## **Speech**

- 2-way voice communication
- Pre-recorded speech
- User-recorded speech

## **Pediatric Simulator**

### **Includes**

Tablet

Operating Software

10 simulated clinical experiences

1 standalone software license to support scenario development/classroom instruction

Year 1 Warranty

Free training at vendor's headquarters

### **Articulation**

Stiff neck

Realistic joint articulation in neck, shoulders, elbows, hips and knees

Forearm pronation and supination

### **Articulation**

Anatomically accurate oral cavity and realistic airway  
Nasotracheal/orotracheal intubation (ET tube)  
Retrograde and fiberoptic intubation  
Transtracheal jet ventilation  
Head tilt, chin lift, jaw thrust  
Supports esophageal intubation  
LMA, iGel and King insertion  
Oral and nasal pharyngeal airway insertion  
Bag-valve-mask ventilation support  
Surgical/needle cricothyrotomy  
Tracheostomy  
Swollen tongue, pharyngeal swelling and laryngospasms  
Intubation depth detection and software event log  
Bronchial occlusion  
Variable lung compliance and resistance

### **Articulation**

Cardiac (Assess and manage cardiac status)  
Chest compressions compliant with AHA CPR requirements  
Effective chest compressions generate palpable femoral pulses and electrocardiogram (ECG) activity  
Supports ECG monitoring using real devices  
CPR real-time quality feedback and reporting  
Chest compression depth sensor  
Library of cardiac rhythms  
Software-based 12-lead ECG  
Non-invasive blood pressure (BP) with Korotkoff sounds

### **Circulation**

Bilateral palpable pulses with event detection and logging  
- Carotid, brachial, radial, femoral  
- Popliteal  
- Dorsalis pedis  
Pulse palpation event detection and logging  
Blood pressure dependent pulses  
Variable pulse strength  
Circumoral cyanosis  
Peripheral capillary refill  
Fingerstick blood glucose

### **Gastric and Urinary**

Interchangeable female and male genitalia  
Abdominal distention with esophageal intubation  
Urinary catheterization with urine output  
Orogastric/Nasogastric tube (no fluids)  
Gastrostomy tube (with fluids)  
Suppository administration

## **Neurologic**

SymEyes

Pain response via sternal rub

Seizures

## **Respiratory**

Compliant with 2020 AHA BLS guidelines and 2021 ERC guidelines

Spontaneous breathing

Visible chest rise during bag-valve-mask ventilation

Automatic detection and logging of right main stem

Unilateral chest rise and lung sounds with right main stem

Variable inspiratory/expiratory ratios

Substernal retractions

Mechanical ventilation support

- Supports asynchronous volume and pressure-controlled ventilation

- Supports PEEP (up to 20 cm H<sub>2</sub>O)

Ventilation measurement

Simulated pulse oximeter

Chest tube placement

Chest tube fluids with external bleeding module

Unilateral mid-clavicular needle decompression

Automatic detection, resolution and logging of midclavicular needle decompression

## **Sounds**

Auscultation of normal and abnormal heart, lung and bowel sounds

60+ scripted male/female vocal expressions and sounds

Wireless voice capability

## **Vascular Access**

Unilateral anterolateral thigh intramuscular and subcutaneous injection sites

Humeral IO (no fluids) and Tibial IO (with fluids)

Antecubital venipuncture site with flashback

Pre-ported jugular catheter and dorsum of left hand

## **Infant Simulator**

### **Includes**

Tablet

Operating Software

1 wireless StethoSym

5 simulated clinical experiences

- Infant Code
- Neonatal Abstinence Syndrome
- Neonatal Resuscitation
- Pneumothorax
- Poor Perfusion

1 standalone software license to support scenario development/classroom instruction

Year 1 Warranty

Free training at vendor's headquarters

### **Articulation**

- Realistic joint articulation
- Articulating neck, shoulders, elbows, hips and knees
- Forearm pronation and supination

### **Airway**

- Anatomically accurate oral cavity and realistic airway
- Nasotracheal/orotracheal intubation (ET tube)
- Head tilt, chin lift, jaw thrust
- Supports esophageal intubation
- LMA insertion
- Oral and nasal pharyngeal airway insertion
- Bag-valve-mask ventilation support
- Tracheostomy
- Laryngospasms (Advanced model)
- Intubation depth detection and software event log (Live/Advanced models)
- Dynamic lung compliance
- Dynamic airway resistance and lung compliance
- Variable lung resistance

### **Cardiac**

- Effective chest compressions generate palpable femoral pulses and ECG activity
- Supports ECG monitoring using real devices
- CPR Real-time quality feedback and reporting
- Chest compression depth sensor
- External SimDefib box (Live/Advanced models)
- Defibrillate and cardiovert using real devices and energy
- Library of cardiac rhythms

### **Circulation**

- Palpable pulses
- Brachial
- Brachial, femoral and umbilical
- Pulse palpation event detection and logging
- Blood pressure dependent pulses
- Variable pulse strength
- Circumoral cyanosis (Advanced model)



## **Gastric and Urinary**

- Interchangeable female and male genitalia
- Abdominal distention when incorrectly intubated
- Urinary catheterization with urine output
- Feeding tube placement (no fluids)

## **Neurologic**

- Variable trislate eyes
- Manually manipulated fontanel (depressed, normal and bulging)
- Crying, grunting (Live/Advanced models)
- Active arm movement (Advanced model)

## **Respiratory**

- Unilateral chest rise with right mainstem intubation
- Automatic detection and logging of right mainstem
- Visible chest rise during bag-valve-mask ventilation
- Spontaneous, continuous breathing
- Variable respiratory rates and inspiratory/expiratory ratios (Advanced model)
- Programmable unilateral chest rise and fall
- Unilateral lung sounds synchronized with respiratory rate (Advanced model)
- Substernal retractions
- Mechanical ventilation support (Advanced model with external lung)
  - A/C, SIMV, CPAP, PCV, PSV, NIPPV
  - Supports PEEP (up to 20 cmH<sub>2</sub>O)
  - Dynamic airway and lung controls
  - Variable lung compliance
  - Bilateral bronchial resistance
  - Programmable respiratory efforts for weaning/liberation
  - CO<sub>2</sub> exhalation
- Chest tube placement
- Mid-clavicular needle decompression

## **Sounds**

- Auscultation of normal and abnormal heart, lung and bowel sounds

## **Vascular Access**

- Bilateral anterolateral thigh intramuscular and subcutaneous injection sites
- IV cannulation: bolus infusion, and sampling
- IV Sites: upper arm, scalp and foot
- Peripheral arterial catheter placement
- Subclavian catheter placement
- Umbilical catheterization: continuous infusion and sampling
- IO tibial access

## **Mid-Fidelity Patient Simulators**

Concord University requires mid-fidelity patient simulators to include adult nursing and adult EMS manikins that are capable of representing both male and female patients. The features outlined below are mandatory:

### **Adult Nursing**

#### **Includes**

- Tablet
- Operating Software
- Gender conversion kit to include male and female genitalia, chest skins and wigs
- 10 simulated clinical experiences
  - Chronic heart failure exacerbation
  - Gastrointestinal bleed secondary to esophageal varices
  - Skills validation
  - Asthma management of patient in home care setting
  - Postoperative care of the patient with complications: pneumonia
  - Suctioning and tracheostomy care with hypoxia
  - Basic assessment of the hip replacement patient
  - Postoperative care of the patient with a ruptured diverticulum
  - Seizure disorder and moderate learning disability
  - Dementia and urinary tract infection in a patient with DNR orders
- 1 standalone software license to support scenario development/classroom instruction
- Year 1 Warranty
- Free training at vendor's headquarters

#### **Articulation**

- Realistic articulation
- Range of motion in hips, knees, ankles, shoulders, elbows and wrist
- Cervical motion for practice of patient stabilization

#### **Airway**

- Oral and dental hygiene
- Nasal packing
- Bag-valve-mask (BVM) ventilation

- Nasopharyngeal and oropharyngeal airway placement
- Endotracheal tube placement
- Tracheostomy tube placement
- Endotracheal tube and tracheostomy tube suctioning with fluids

### **Breathing**

- Manual bilateral chest rise and fall with BVM ventilation via face mask, endotracheal tube and tracheostomy tube
- Bilateral chest tube insertion for care and maintenance

### **Cardiac**

- Defibrillation and cardioversion via software
- 4-lead ECG monitoring with real equipment
- 12-lead dynamic ECG display

### **Circulation**

- Unilateral blood pressure measurement by auscultation and palpation
- Bilateral carotid pulses (manual)
- Unilateral radial and brachial pulses with programmable intensities
- Unilateral subclavian catheter insertion for care and maintenance

### **Gastric**

- Nasogastric tube insertion and gastric lavage and gavage with fluids
- Ostomy care and irrigation of a variety of configurable stomas
- Enema administration with fluids

### **Medication Administration**

- Eye and ear irrigation
- Six intramuscular sites for medication administration in bilateral deltoids, bilateral vastus lateralis, ventrogluteal and dorsogluteal sites

### **Urinary**

- Urinary catheterization with fluids
- Interchangeable genitalia

### **Vascular Access**

- Unilateral IV cannulation at antecubital and dorsum of hand
- Fluid and medication administration
- Blood draw with vacuum sealed blood collection system
- Ultrasound training module insertion for venous and arterial cannulation

### **Sounds**

- Auscultation of normal and abnormal heart, lung and bowel sounds
- Pre-recorded speech and vocal sounds
- Bidirectional audio communication between manikin and operator

## **Adult EMS Manikin**

- Tablet
- Operating Software
- Gender conversion kit to include male and female genitalia, chest skins and wigs
- 6 simulated clinical experiences
  - Cardiopulmonary Arrest
  - Closed Head Injury and Pneumothorax

- Heroin Overdose
- Inferior-Posterior Myocardial Infarction
- Sepsis with Hypotension
- Stroke
- 1 standalone software license to support scenario development/classroom instruction
- Year 1 Warranty
- Free training at vendor's headquarters

### **Neuro**

- SymEyes display patient symptoms and conditions, including jaundice, hemorrhage, keyhole pupil, cataracts and bloodshot or droopy eyes

### **Articulation**

- Realistic articulation of hips, knees, ankles, and shoulders
- Cervical motion for practice of patient stabilization

### **Airway**

- Bag-valve-mask (BVM) ventilation
- Orotracheal and nasotracheal intubation
- Placement of various airway adjuncts
- Retrograde and Fiberoptic intubation
- Transtracheal jet ventilation
- Needle and surgical cricothyrotomy
- Tracheostomy
- Detection of right-mainstem intubation
- Stomach distention with esophageal intubation
- Laryngospasm (manual)

### **Breathing**

- Spontaneous breathing
- Bilateral and unilateral chest rise and fall
- Lung auscultation sites on anterior chest
- Upper airway sounds
- Bilateral needle decompression

### **Cardiac**

- 4-lead ECG monitoring with real equipment
- 12-lead dynamic ECG display
- Defibrillation, cardioversion and pacing using live equipment via external defib box

### **Urinary**

- Urinary catheterization without fluids
- Interchangeable genitalia

### **IM Medication Administration**

- Four intramuscular injection sites

### **Circulation**

- Unilateral blood pressure measurement by auscultation and palpation
- Bilateral carotid and femoral pulses
- Unilateral radial and brachial pulses
- Variable pulse strength

### **CPR**

- Compliant with 2015 AHA guidelines and ERC guidelines
- CPR compressions generate palpable pulse, blood pressure, waveform and ECG artifacts
- Realistic chest compression depth and resistance
- Software metrics detects hand placement, rate and depth of compressions, recoil, ventilations and ventilation: compression ratio

#### **Vascular Access**

- Unilateral IV cannulation at antecubital and dorsum of hand
- Blood draw with vacuum sealed blood collection system
- Unilateral (humeral) IO access
- Ultrasound training module insertion for venous and arterial cannulation (optional)

#### **Sounds**

- Auscultation of normal and abnormal heart, lung and bowel sounds with the StethoSym device
- Prerecorded speech and vocal sounds
- Bidirectional audio communication between manikin and operator

### **Patient Simulators User Interface**

The user interface for operating these manikins must include the following options for control: run on the fly (manual), run on the fly (modeled), run a simulated clinical experience. The software must also include physiological modeling that enables the manikins to automatically generate clinically accurate responses that is based on the learner's interventions while also accounting for the patient's age, weight, underlying health conditions and accuracy of treatment. The software must also include the following:

- Ability to change Integrated assessment tools including checklists to capture performance of technical and non-technical skills
- Stores all patient data and facilitator notes regarding learner-patient interactions
- Media file uploads to provide patient information to learners
- Software pre-configured to manikin's tablet
- Standalone software license for faculty to use for scenario development/classroom instruction

## Simulation Management System

### Software Requirements

- Ability to connect up to six servers per connect server
- Provides scalability from 2 to 200+ rooms
- Centralizes all videos and data to the web-based software
- Stores 12,000 hours of HD video recordings
- Pre-configured with appropriate software

The software for the system needs to include:

o An all-in-one web-based software application that includes all center management features on one platform without requiring user licenses, site licenses or add-on software modules. Software features include:

#### •Watch:

o Live broadcasts with industry leading latency (<1sec)  
o Up to 4 concurrently displayed, and synchronized, camera streams, plus 1 simulator in each room

o Live stream videos to any number of remote sites

o Simultaneously view up to 12 live streams on a center overview screen

o Widescreen HD video broadcast and recording, full screen mode

o On-screen PTZ controls: click on image to pan and tilt, drag image to zoom in and out; from multi or single room views

o DVR-type functionality to pause, rewind, and forward; even during live recording

#### •Recording

o Full camera control (pan/tilt/zoom) from both live (single room) and a center overview (all rooms) available in-browser from any client workstation

o Pause live or recorded view and continue where you stopped (“time shifted live view”)

o Manually start / stop recording or set recording to occur, based on a schedule or on user actions

o Save and restore custom layouts of the simulation/exam room views including size and positioning of individual video streams per room

#### • Review

o Immediate access to recorded data in order to review complex recordings of all camera, simulator, and peripheral device feeds assigned to the room

o Access and control all recorded videos on one page (debriefing, deleting, downloading, renaming or reassigning videos)

#### • Reports

o Generate and export custom reports, covering both the group and individual performance, or use one of the many predefined report options

o Give Learners access to their reports at home or on campus

o Export data to outside of system

o Review Faculty and Standardized Patient performance reports for quality assurance and consistency

o Follow Learner progress in key skill areas, throughout their career, within your program

- Case Manager
  - o User management tools; with the ability to define roles, access privileges, and group memberships
  - o Batch upload large groups of users at once
  - o Email notifications for Learners and SP's to choose preferred sessions, in times that are indicated / available for assessments
  - o Advanced scheduling capabilities, to automatically adjust station schedules and extend rotations, as SP and learner availability changes
  - o Pre-scheduled recording, start / stop times, and intercom announcements, to coordinate with a pre-defined exam schedule, for a fully automated recording system
- Activities
  - o All activity cases, event dates, times, and rooms at one glance
  - o Define participant groups (Learners, Faculty, SPs) with a quick link to add new group
  - o Link Activities to Calendar events, for a first glance overview on the daily / weekly / monthly program
  - o Allow Faculty to submit booking requests for specific room / resources within the simulation center, to be managed by center administration
  - o Assign resources, activities and participants to one time or recurring calendar events
- Assess
  - o Intuitive interface for creating custom checklists / rubrics for Learners, Faculty or SPs
  - o Faculty / Staff can complete user-customized assessment rubrics, while watching live or recorded video
  - o Content editor for the easiest, most streamlined, checklist-building process
  - o Learners can interact with a variety of the data entry (i.e. SOAP Note, Step II CS write-up, hand off note, etc.)
  - o Case evaluation, as well as, self and peer evaluations
  - o Control Learner data entry with timer
  - o Faculty / Staff can grade any write up or short answer question, submitted by Learners
  - o Standardized Patients can complete checklists, assessing the Learners, as well as each other
  - o Search, preview, and have the ability to reuse all questions
- APIs
  - o Raw data API
  - o Learner calendar API
  - o Video API (providing video related functionality to external applications)
- Track
  - o Track the use of simulation center resources (rooms, simulators, personnel, etc.) by client
  - o Generate reports quarterly / by semester / yearly
  - o Generate and export utilization and allocation reports (tools to justify expansion, funding, etc.)
- Integrate
  - o Connect with any patient simulator to capture 360° live simulation data
  - o Connect any simulated or real patient monitor for capturing and broadcasting HD screen image
  - o Optical character recognition, to turn the video signal from monitor into real-time data streams, for visual trend charts and searchable physiological data

- o Use predefined layouts or define your own, for identifying key captured values on the connected screen
- o Remote site configurations
  - Access and Security
- o LDAP is a standard feature without requiring a module site license
- o LDAP authentication through your active directory, automated way of importing or updating user accounts from an LDAP directory service LDAP for SSO (Single Sign-On) remove the requirement to maintain multiple passwords for users.
- o Authenticate users against an LDAP directory
- o SSO (Single Sign-On): authenticate users against a Shibboleth service, to provide single sign-on capabilities, without the requirement for multiple passwords
- o View any configured rooms with signed SSL certificates for secured connection

## **Simulated Medical Equipment**

Concord University requires simulated medical devices that realistically and accurately real, clinical medical devices so learners get realistic and reliable hands-on training for resuscitation, ventilation and anesthesia equipment. Trains learners how to configure and operate equipment, deliver effective healthcare of a patient on medical equipment, monitor a patient, interpret data, and troubleshoot issues

## **Simulated Anesthesia Machine**

### **Key Features**

- Full range of typically monitored values common to anesthesia machines
- Simulates delivery of multiple anesthetic agents, with realistic responses
- Simulates interaction of all anesthesia machine controls, including: APL valve, manual switch, rebreather bag (inspiration), N2O (expiration), Iso (inspiration/expiration), Sev (inspiration/expiration), gas flow dials (O2, N2O, AIR)
- Adjustable screen layout, alarms and other settings
- 36 Alarms, 4 Gauges, 3 Loops, 51 Numerics, 3 Views, 5 Waveforms
- Full range of operator-adjustable parameters for each ventilation mode

### **Ventilation Modes**

- Volume-controlled ventilation (VCV): PEEP, Flow Trigger, VT, RR, Tpause, Ti rise, I:E
- Pressure-controlled ventilation (PCV): PEEP, Pi, ΔPsupp, Flow Trigger, RR, Ti rise, I:E
- Continuous positive airway pressure (CPAP+PSV): PEEP, ΔPsupp, Flow Trigger, Ti rise, Tapnea, Pi backup, RR backup, I:E backup
- Synchronized intermittent-mandatory ventilation (SIMV): PEEP, ΔPsupp, Flow Trigger, VT, RR, Tpause, Ti rise, I:E

## **Simulated Ventilator**

### **Key Features**

- Full range of typically monitored values



- Full range of operator-adjustable parameters for each mode of ventilation common to conventional hospital ventilators
- Adjustable screen layout, alarms, and other settings
- Provides experiential learning skills required to manage and monitor ventilation of a patient, and troubleshoot ventilator issues
- 17 Alarms, 3 Loops (pressure volume, pressure flow, volume flow), 39 Numerics, 4 Views, 6 Waveforms (pressure, flow, volume, Edi, SpO<sub>2</sub>, CO<sub>2</sub>)
- Maneuvers: Inspiratory hold, expiratory hold

### **Ventilation Modes**

- Volume-controlled ventilation (VCV): VT, PEEP, Flow Trigger, RR, Tpause, Ti rise, I:E, FiO<sub>2</sub>
- Pressure-controlled ventilation (PCV): Pi, PEEP,  $\Delta P_{supp}$ , Flow Trigger, RR, Ti rise, I:E, FiO<sub>2</sub>
- Continuous positive airway pressure (CPAP+PSV): PEEP,  $\Delta P_{supp}$ , Flow Trigger, Ti rise, End Inspiration %, FiO<sub>2</sub>, Tapnea, Pi backup, RR backup, I:E backup
- Volume support ventilation (VSV): PEEP, Flow Trigger, VT, Ti rise, End Inspiration %, FiO<sub>2</sub>, Tapnea, VT backup, RR backup, I:E backup
- Neurally adjusted ventilatory assist (NAVA): PEEP, Edi Trigger, Flow Trigger, NAVA Level, FiO<sub>2</sub>, Tapnea, Pi backup, RR backup, I:E backup
- Synchronized intermittent-mandatory ventilation (SIMV): PEEP,  $\Delta P_{supp}$ , Flow Trigger, VT, RR, Tpause, Ti rise, I:E, End Inspiration %, FiO<sub>2</sub>