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SECTION 1: GENERAL INFORMATION AND INSTRUCTIONS

- 1. Purpose: Pierpont Community and Technical College (hereinafter referred to as the "PCTC") is soliciting Quotes for three (3) Simulation Manikins to include one Pediatric manikin, one Adult manikin and one Infant manikin and accessories for the LPN Program
- 2. By signing and submitting its Quote, the successful Vendor agrees to be bound by all the terms contained in this Request for Quote ("RFQ"). An RFQ is a business document that announces a project, describes it, and solicits Quotes from qualified contractors to complete it.

3.	Schedule of Events:	
	Required Advertising	March 10 – 21, 2025
	Vendor's Written Questions Submission Deadline	March 17, 2025
	All Written Questions Shall be Answered	March 21, 2022
	Quote Opening Date	March 27, 2025

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING QUOTES

Interested vendors should submit their proposal <u>no later than 3:00PM on March 26th, 2025.</u> Quotes can be hand delivered, mailed, or e-mailed:

Pierpont Community and Technical College ATTN: David Williams 500 Galliher Drive Fairmont, WV 26554 Dwilliams29@pierpont.edu

All Quotes should be clearly marked "Simulation Manikins".

Should a prospective bidder fail to submit a Quote on or before the appointed time at the address shown above, PCTC will not consider the Quote regardless of the reason for the late submission. PCTC will keep copies of the Quotes in accordance with their record retention policies.

Specifications and any questions can be directed in writing to David Williams by email at <u>dwilliams29@pierpont.edu</u>. The bidder's question and PCTC's response will become public record. PCTC reserves the right to waive any irregularities and reject any or all Quotes and to determine the lowest and best Quote. Any unauthorized contact will disqualify the vendor from further consideration of this RFQ.

Any vendor wishing to receive updates regarding questions asked may do so by forwarding their email address to <u>dwilliams29@pierpont.edu</u>

SECTION 3: PROJECT SPECIFICATIONS

1) Locations:

500 Galliher Drive Fairmont, WV 26554

2) Background and Current Operating Environment: PCTC is a public 2-year higher education institution. The College provides traditional classroom learning for degree seeking students, technical training in a variety of trades, and resources for workforce development meeting the needs of the local business and industry.

This RFQ will address the College's need to obtain a high fidelity simulation Manikin representing realism through the selection of simulation equipment, setting, and scenario that complies with all regulations, and is cost-friendly to the College. Equipment specifications attached as Exhibit A.

SECTION 4: VENDOR QUOTE

- 1) **Preparation:** Quotes should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of the content.
- 2) **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFQ, including but not limited to preparation, delivery, or travel.
- 3) **Proposal Format:** Vendors should provide responses in the format listed below:
 - 1. **Title Page:** State the RFQ subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 2. Table of Contents: Clearly identify the material by section and page number.
- 4) Proposal Submission: Quotes will be reviewed in two distinct parts: technical and cost.
 - 1. All proposals will be evaluated based on lowest cost and best comparison to specs provided in Exhibit A.
 - 2. All Quotes must be submitted **prior** to the date and time stipulated in the RFQ as the opening date. All Quotes will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section 2: Instructions to Bidders Submitting Quotes above.
- 5) Quote Opening: The Evaluation Committee shall open and announce Quotes on March 27th, 2025. All qualifying Quotes will be opened. A Quote may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical Quote failing to meet a mandatory requirement of the specification. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

SECTION 5: OTHER PROVISIONS

- **5.1** Pierpont Community & Technical College reserves the right to add additional related services based on the original offer. Upon mutual consent of the College and the successful Company on pricing, performance, etc., the additional services may be added to the contract.
- **5.2** All expenses incurred in the preparation and submission of proposals or for any oral interviews are the exclusive responsibility of the vendor. Proposals will become a matter of public record and open for inspection following the announcement of the award.
- **5.3** The successful Company must be a registered vendor with the Purchasing Division, West Virginia Department of Administration, and have a valid vendor number.
- **5.4** The successful Company must have a current W-9 Request for Taxpayer Identification Number Form on File with the Finance Division, Financial Accounting, and Reporting Section, WV Department of Administration, and have a valid vendor number.
- **5.5** Payment for services, not to exceed the maximum proposed, will be made monthly in arrears upon satisfactory completion of the required services, submission of an uncontested invoice, and the acceptance of required reports. Advance payments are not allowed.
- **5.6** Pierpont Community & Technical College and the State of West Virginia are exempt from federal and state taxes and will not pay or reimburse such taxes. The Company may request a tax exemption certificate.
- **5.7** The proposal shall provide complete and total compensation for the scope of work identified herein. Pierpont Community & Technical College must approve additional services and additional compensation if deemed appropriate, and an approved change order is required before payment can be made.
- **5.8** Discussions and interviews may be held with individuals or under final consideration prior to selecting for the award; however, a proposal may be accepted without such discussions or interviews. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, Pierpont Community & Technical College reserves the right to undertake negotiations with the next most advantageous Company/Organization without undertaking a new procurement process.
- **5.9** The State's WV-96 is attached to demonstrate the State law and guidelines, which must be adhered to in any contracts presented to the College for execution. The successful vendor must be registered with the WV Department of Administration prior to any award, pay the registration fee, and have a valid vendor number.
- **5.10** INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000.00 (one hundred thousand dollars), the vendor must submit to the Commission/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this RFQ or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

By signing below, I certify that I have reviewed this Request for QUOTE in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this Quote or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

Pierpont Community and Technical College

(Representative Name, Title)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Exhibit A

One (1) Pediatric manikin:

- Smooth and supple full-body skin with seamless trunk and limb joints
- Realistic joint articulation: neck, shoulder, elbow, hip, and knee
- Tablet PC preloaded with software with Non-Network requirements
- Active robotics simulate life-like facial expressions including anger, transient pain, ongoing pain, amazement, quizzical, crying, yawning
- Preprogrammed emotional states automatically express associated verbal and non-verbal cues without manual input: worried, anxious, lethargic, distracted.
- Programmable jaw movement, bilateral or unilateral brow movement, and horizontal neck rotation
- Automatic jaw movement synchronized with speech
- Automatically turns head and eyes towards the approaching subject
- Interactive eyes: eyes can automatically follow a moving object
- Independent, active pupillary light reflex
- Abnormal eye and eyelid movements: cross-eyed, nystagmus, eyelid twitching, eyelid droop
- Programmable crying/tears release real fluid
- Wireless streaming voice
- Tetherless and wireless; fully responsive during transport
- Rechargeable battery
- Prerecorded speech responses
- Supports Nasotracheal /orotracheal intubation with standard instruments including endotracheal tubes and supraglottic airway devices
- Tracheal intubation detection
- Supports esophageal intubation
- Supports bag-valve-mask ventilation
- Realistic surgical trachea permits tracheostomy, cricothyrotomy, and retrograde intubation
- Programmable difficult airway: laryngospasm and tongue edema
- Spontaneous breathing and selectable normal and abnormal respiratory patterns
- Variable respiratory rates and inspiratory/expiratory ratios
- Programmable unilateral chest rise and fall
- Real CO2 exhalation supports etCO2 monitoring using real sensors and monitoring devices
- Selectable normal and abnormal sounds: upper right front and back, upper left front and back, lower right
- Real mechanical ventilation support
- Real-time ventilation feedback
- Chest tube insertion left mid-axillary hemothorax site features palpable bony landmarks, realistic skin for
- Cutting and suturing, tactile pleural pop, and fluid drain
- Needle decompression site features realistic tactile feedback and audible hiss
- Includes comprehensive library of ECG rhythms with customizable beat variations
- Independent normal/abnormal heart sounds at aortic, pulmonic, and mitral sites

- Supports ECG-derived respiration monitoring (EDR)
- CPR Real-time quality feedback and reporting
- Defibrillate, cardiovert and pace using real devices and energy
- Mechanical ventilation support: AVC, SIMV, CPAP, PCV, PSV, and more.
- Supports therapeutic levels of PEEP, Programmable variable lung compliance, Variable bronchi resistance
- Anterior/posterior defibrillation sites
- Visible cyanosis, redness, pallor, and jaundice
- Supports capillary refill time testing above the right knee; test detection and logging
- Palpable pulses: bilateral carotid, brachial, radial, and femoral
- Supports blood pressure monitoring using a real NIBP cuff and monitor
- SpO₂ monitoring using real devices
- Bilateral forearm IV access supports sampling and continuous infusion
- Intraosseous infusion site at right proximal tibia
- Real glucose test readings via finger-stick
- Patent esophagus
- Gastric distension during excessive PPV
- Bowel sounds in four quadrants
- Interchangeable male/ female genitalia
- Programmable urinary output
- RF communications module
- streaming audio headset
- replacement chest tube and tension pneumo sites
- defibrillation site adapters
- filling kits
- Warranty

One (1) Infant manikin:

- Smooth and supple full-body skin with seamless trunk and limb joints; head tilt, chin lift, jaw thrust
- Tablet/PC preloaded with software with Non-Network requirements
- RF communications module
- defibrillation site adapter
- Warranty
- Bedside virtual monitor
- Tetherless and wireless; fully responsive during transport
- Programmable movements: blinking, mouth open and close, arm and leg flexion and extension; realistic joint articulation: neck, shoulder, elbow, hip, and knee
- Crying/grunting with visible mouth movement, seizures/convulsions
- Nasotracheal/orotracheal intubation (ETT, laryngeal airway); supports esophageal intubation
- Spontaneous breathing
- Programmable unilateral chest rise and fall; lung sounds synchronized with respiratory rate
- Mechanical ventilation support; real-time ventilation feedback
- Pneumothorax sites feature palpable bony landmarks, realistic skin for cutting and suturing,

- bleeding, tactile pleural pop, and fluid drain
- Supports ECG monitoring using real devices
- Defibrillate, cardiovert and pace using real devices and energy
- Palpable pulses: brachial, femoral, and umbilical
- Supports blood pressure monitoring using a real NIBP cuff
- Urinary catheterization with return
- Normal and abnormal bowel sounds
- Wireless operations

One (1) Adult manikin

- Breast Examination Package
- Standard Gynecological Package
- Internal Pathologies Uteri Package
- External Pathologies Uteri Package
- Tablet PC preloaded with software, RF communications module with Non-Network requirements
- NG/OG feeding-practice feeding, medication administration, and lavage/gavage with real fluid
- Defibrillation site adapter
- Warranty
- Bedside virtual monitor
- Full body adult female patient simulator
- Tetherless and wireless, fully responsive during transport
- Nursing Simulation Learning Experience scenario package
- control software
- Wireless operations
- Surgical trachea
- Male and Female interchangeable genitalia

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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.

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- 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 is 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 strikethrough 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:
Ву:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: