

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

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Exhibits:

Exhibit A	Taxpayer Identification Form W9
Exhibit B	Purchasing Affidavit
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Exhibit D	Agreement Addendum
Exhibit E	Vendor Guidelines for Bid Submissions via Email
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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.