



Invitation for Bids

The University of Mississippi Medical Center

BID NO. 7040

Invitation: Sealed bids, subject to the conditions included in this Invitation for Bid (IFB), will be received in the Office of Category Management and Procurement at the University of Mississippi Medical Center (UMMC). All bids must be received in the Office of Category Management and Procurement on or before the bid opening time and date listed herein. Delivery of bids must be during normal working hours, 8:00 a.m. to 4:30 p.m. CST, except on weekends and holidays when no delivery is possible.

Two (2) Dark Skin Tone Advanced Adult Simulators and Two (2) Dark Skin Tone Pediatric Toddler 1-Year-Old Simulators, as further described in the Specifications section of **Bid No. 7040**, needed to assist UMMC in daily operations.

NOTE: Bid No. 7040 CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN.

Bid Number 7040

Opening Date: May 7, 2021 at 2:00 p.m. CST

ADVANCED ADULT SIMULATOR AND PEDIATRIC TODDLER 1-YEAR-OLD SIMULATOR

RFx Number: 3160004280

Bidders shall submit their bids either electronically or in a sealed envelope.

Sealed bids should include the bid number on the face of the envelope as well as the bidder's name and address. The following address should be used for submitting your bid:

**The University of Mississippi Medical Center
Office of Category Management and Procurement
Jackson Medical Mall, Suite 1164
350 West Woodrow Wilson
Jackson, MS 39216**

For electronic submission, follow the link to: https://www.ms.gov/dfa/contract_bid_search

Online learning instructions on how to submit your quote electronically can be obtained by logging onto the Mississippi Management and Reporting System website at www.mmrs.state.ms.us/vendors/index.shtml, next, click on "Supplier Training", and last, select the LOG820 Supplier Self Service Course link and then "launch Course".

If you are having problems submitting your quote electronically, please contact the MAGIC Support Center at (601) 359-1343 or email at mash@dfa.state.ms.us.



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A. SPECIAL INSTRUCTIONS:

1. IFB PREPARATION:

The information provided within this IFB is intended to assist Bidders in the preparation of a proper response. It is designed to provide interested Bidders with sufficient basic information to submit proposals meeting minimum requirements; it is not intended to limit a proposal's content, or to exclude any relevant or essential information or data thereof. Bidders are permitted (and encouraged) to expand upon specifications to evidence service capability under any agreement.

The Office of Category Management and Procurement of UMMC is the issuing office for this document and all subsequent addenda relating thereto. The reference number for this transaction is **Bid No. 7040**. This number **MUST** be referenced on all Bids, correspondence, and documentation relating to this IFB.

The Bidder will absorb all costs incurred in the preparation of a bid.

Bidders are responsible for examining and following all specifications, terms, conditions, and instructions in the IFB. Failure to do so will be at the Bidder's risk. Bidders may request in writing an interpretation or correction of any inconsistency or error within the invitation, which would be evident to any reasonably prudent Bidder. **All such questions, in order to be considered, must be sent via email to Lief McDonald at lmcdonald@umc.edu and Kendra Carter at kcarter2@umc.edu at least (5) business days prior to the IFB closing date. Questions should be directed in writing or by email only; phone calls will not be accepted. Any unauthorized contact shall not be used as a basis for responding to this IFB and may result in the disqualification of the Bidder's submittal.**

Bidders are hereby informed that only the written interpretation or correction so given by the authorized UMMC representative, as noted above, shall be binding and prospective and that no other agent, or employee of UMMC is authorized to provide information concerning, or to explain or interpret the IFB, unless otherwise notified. Such interpretations or corrections, as well as any additional provisions that UMMC may decide to include, will be issued in writing as an addendum to the IFB documents and binding on all prospective Bidders. UMMC will make addenda available to all known prospective Bidders.



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2. IFB RESPONSE OUTLINE

Bids must be written, concise, and in the format prescribed by this IFB. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections, failure of which may be cause for rejection of Bid:

2.1 Proposal Form

The attached proposal form must be completed with Bidder's proposed Bid and contact information, as well as any and all relevant information

2.2 Distribution

At UMMC's discretion, Bidders may be required, as appropriate, to provide their product(s) through UMMC's designated partner. Contact information for the designated distribution partner will be provided as appropriate.

2.3 Price List

Pricing Information to be submitted shall include the following:

- Brand: the brand name of the products being proposed
- Model Number: the model number of the product(s) being proposed
- Description: a brief, unique description of the product(s)
- Contract Purchase Price: the maximum price to be paid by state agencies and governing authorities during the term of the contract
- Discount: the percentage discount or range of discounts, off of the published price list, being offered for the products listed
- Unit of Measure: the amount or quantity in which the commodity will be received and for which the price is based (i.e. box, case, etc.)
- Global Trade Item Numbers (GS1 GTIN preferred), or other approved FDA UDI, if applicable
- United Nations Standard Products and Services Codes (UNSPSC), if applicable

2.4 Additional Information to be Included

In addition to answering each specification within this IFB, the Bidder must include complete product and service information, including product pictorials and technical and/or descriptive literature, relative to any product and/or service offered with the Bid. Information submitted must be sufficiently detailed to substantiate that the products and/or services offered meet or exceed specifications.

3. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

Bidders should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Miss. Code Ann. §§ 25-61-9 and 79-23-1 (1972, as amended). Each page of the proposal that the Bidders considers trade secrets or confidential commercial or financial information should be on a different color paper than non-confidential pages and can be marked in the upper right hand corner with the word "CONFIDENTIAL". Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.



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UMMC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, *et seq.* If a public records request is made for any information provided to UMMC regarding this IFB, UMMC shall promptly notify Bidders of such request. UMMC shall not be liable to Bidders for disclosures of information required by court order or required by law. UMMC also is subject to the provision of the Mississippi Accountability and Transparency Act of 2008, Miss Code Ann. § 27-104-151, *et seq.*, and is required to provide public access to its financial information and expenditures through the Institutions of Higher Learning Accountability and Transparency website.

B. SCOPE OF WORK

The University of Mississippi Medical Center is seeking one (1) vendor to provide two (2) dark skin tone adult patient simulators and two (2) dark skin tone pediatric toddler (1-Year-Old) simulators for use in the UMMC School of Nursing.

Bidder's proposal should include a detailed discussion addressing specifications as listed below. If the response to a specification is simply "acknowledge," Bidder should also provide evidence or examples from previous implementations of a similar nature. Bidder's proposal must address in each response to specifications regarding system requirements and/or functionality whether the proposed system meets the specification in its existing released version or if the particular feature is under development for the proposed system.

Specifications marked "MANDATORY" are minimum requirements. Bidder may not take exception to these specifications. Failure to comply with mandatory requirements will result in invalidation of Bidder's proposal.

The specifications listed below are not exhaustive and any additional specification of the Bidder's product and services should be included in its proposal.

C. SPECIFICATIONS

1. System Components – Advanced Adult Simulator

1.1 Bidder's proposal shall provide a detailed discussion regarding its simulator technical specifications and abilities related to adult patient management, but not limited to the following:

- 1.1.1 Bidder's system must have the ability to provide simulated learning experiences such as airway management, circulation, vascular, cardiac, real-time performance feedback and movement such as seizure activity, interactive eyes, and positioning of multipurpose patient simulator specifically designed to simulate lifelike cases across a broad range of clinical areas including pre-hospital, Emergency Department (ED), Operating Room (OR), Intensive Care Unit (ICU), Post Anesthesia Care Unit (PACU), Medical-Surgical, and more. (MANDATORY)
- 1.1.2 Bidder's system must provide a preloaded tablet PC with the control software for the simulator to receive wireless commands. (MANDATORY)
- 1.1.3 Bidder's system must provide a virtual patient monitor on an "all-in-one" PC. (MANDATORY)
- 1.1.4 Bidder's system must provide education requirements of nursing and provide real monitoring wirelessly and tetherless. (MANDATORY)



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- 1.1.5 Bidder's system must use a combination of Bluetooth and radiofrequency wireless capability.
- 1.1.6 Bidder's system must have the following abilities: Interfaces with the following real medical equipment without the need for proprietary adjuncts: electrocardiogram (ECG), Pulse Oximetry (SpO2), Capnometers, Defibrillators, non-invasive blood pressure (NIBP), and mechanical ventilators. (MANDATORY)
- 1.1.7 Bidder's system must support standard modes of pressure-controlled and volume-cycled mechanical ventilation. (MANDATORY)
- 1.1.8 Bidder's System must support programmable lung compliance and resistance settings, interfaces directly with a ventilator without the need for proprietary adjuncts or special configurations.
- 1.1.9 Bidder's system must interface Real 12-Lead Electrocardiogram (ECG) monitoring with a 12-lead chest skin and 12-Lead ECG editor with 3-Dimensional myocardial infarction generator software.
- 1.1.10 Bidder's system must have interactive eyes with automatic visual object tracking and lifelike eye movements.
- 1.1.11 Bidder's system must have pre-programmed and editable scenarios included with product.
- 1.1.12 Bidder's system must have wireless streaming audio voice, bilateral chest rise and fall, realistic joint articulation, fill bladder with foley catheterization support for male, auscultation of bowel sounds, NG tube capable, Intravenous (IV) arms, subcutaneous (SubQ) and intramuscular (IM) injection sites, intraosseous (IO) access at tibia, multiple heart sounds, and pulses that vary with blood pressure. (MANDATORY)
- 1.1.13 Bidder's product must include install, training, and simulator of dark skin (MANDATORY)

2. System Components – Newborn simulator

- 2.1. Bidder's proposal shall provide a detailed discussion regarding their simulator technical specifications and abilities related to a pediatric toddler patient simulator at 1 to 2 year-old age, but not limited to the following:
 - 2.1.1. Bidder's system must have the ability to provide simulated learning experiences such as airway management, spontaneous breathing, cardiac, and vascular real-time performance feedback and movement such as seizure activity, interactive eyes, and positioning of multipurpose patient simulator specifically designed to simulate lifelike cases across a broad range of clinical areas including pre-hospital, ED, OR, PICU, and Pediatric Unit. (MANDATORY)
 - 2.1.2. Bidder's system must provide a preloaded tablet PC with the control software for the simulator to receive wireless commands. (MANDATORY)
 - 2.1.3. Bidder's system must provide a virtual patient monitor option on an "all-in-one" PC either through software license or the PC itself.
 - 2.1.4. Bidder's system must provide education requirements of nursing and provide real monitoring wirelessly and tetherless. (MANDATORY)



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- 2.1.5. Bidder's system must use either Bluetooth or radiofrequency wireless capability to communicate with preloaded tablet (MANDATORY).
- 2.1.6. Bidder's system must have interactive/programmable eye blinking and pupillary light reflex (MANDATORY)
- 2.1.7. Bidder's product must include install, training, and simulator of dark skin (MANDATORY)
- 2.1.8. Bidder's product must include a wireless and streaming audio functionality. (MANDATORY)
- 2.1.9. Bidder's system must have pre-programmed and editable scenarios included with product.

D. BASIS OF AWARD

The award of the Bid will be determined based on a two-step evaluation process as follows:

STEP 1 – VALIDATION

The first step will be to determine if the Bid is responsive and Bidder is responsible. To be responsive, the proposal must properly address all specifications and information needed to facilitate proper evaluation, including completion of the proposal form. Bids that are found not to adhere to the specifications will be invalidated and rejected for evaluation.

STEP II – EVALUATION

The award of the Bid will be determined based on the lowest and best cost of the validated Bids as stipulated on the proposal form. Cost shall be determined as the total cost of the products requested at the quantity requested herein.

E. AWARD OF BID

The IFB will be awarded to the Bidder whose Bid, based upon the evaluation criteria listed in the scope of work of this request, is determined to be the most advantageous to UMMC and has been approved by the Mississippi Department of Finance and Administration (DFA). UMMC will issue a Notice of Intent to Award once the Bids have been evaluated.

F. INSTITUTIONAL OVERVIEW

UMMC is the state's only academic health science center. The 164 acre campus located in Jackson, Mississippi, includes seven health science schools: Medicine, Dentistry, Health Related Professions, Population Health, Pharmacy, and Graduate Studies. The campus houses a large research center, a general acute care teaching hospital, and three specialty teaching hospitals. UMMC is the only Level I trauma center in the State of Mississippi and has a leading role in state wide emergency and disaster preparedness efforts.

UMMC conducts business in an ethical manner and in accordance with state purchasing laws. Therefore, please indicate clearly what you, as a Bidder, propose in response to this request and how it will benefit UMMC.

G. GENERAL INFORMATION

1. CONTRACTS

As an agency of the State, there are standard terms and conditions to which all Bidders must agree.



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In addition, if the scope of work for this IFB involves the use of health information of UMMC patients, the Bidder must also sign and enter into a business associate agreement with UMMC, which can be found at www.umc.edu/contracts/forms.

The awarded Bidder may be asked to complete a vendor information packet. This information is necessary for the Bidder's information to be uploaded into UMMC's financial/business systems.

All proposals shall remain firm until the proposal has been rejected or, in the case of acceptance, until the Parties can negotiate the contract through their internal approval systems. UMMC reserves the right to reject and all proposals submitted. A contract will be awarded to the Bidder whose proposal, based upon the evaluation criteria listed in the specifications of this request, is deemed to be in the best interest of UMMC.

UMMC is governed by the Mississippi Board of Trustees of state Institutions of Higher Learning (IHL) and is subject to its approval for particular contracts. All contractual issues MUST be successfully negotiated with UMMC within a reasonable time from the selected Bidder's notice of award. This initial period of negotiation does not include the time necessary for obtaining approval from IHL when applicable. The contract must be based upon the proposed contract provided in and considered during the evaluation of the proposal. Failure of the Bidder to negotiate a contract within this timeframe may constitute grounds for UMMC to withdraw its award and wither begin negotiations with any other ranked Bidder of pursue other options, whichever is in the best interest of UMMC as an Institution of Higher Learning of the State of Mississippi.

In submitting a proposal, each Bidder acknowledges its understanding and acceptance of the procedures, terms and conditions contained herein, as well as of all attached documents including UMMC's Standard Terms and Conditions. Any contract that is entered into as a result of this process will be based on the contents of this Invitation for Bid. Therefore the contents of this IFB and your responses to it both now and during negotiations will be considered an integral part of the final contract.

A contract is not deemed final until it has been signed by the Vice Chancellor of UMMC. All contracts are valid only if signed by the Vice Chancellor of UMMC, and Vendors will be required to sign contracts before the Vice Chancellor of UMMC. All contracts are subject to availability of funds of UMMC and are contingent upon receipt by the winning Vendor of a purchase order from UMMC.

The initial contract shall be in effect for one year. The contract may be terminated by either party prior to the expiration of one year with or without cause.



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1.1 RIGHTS RESERVED BY UMMC

- 1.1.1 Right to remove Vendor's employees – UMMC shall have authority to require a Contractor to remove, from the site, any employee of the Contractor who shall be deemed incompetent or detrimental to the best interests of the work of UMMC.
- 1.1.2 Right to conduct background checks/secure access – All individuals who work at any UMMC facility must have a background check in accordance with Mississippi state law. Therefore, UMMC reserves the right to required vendors whose employees will work at any UMMC facility to provide each such employee's nine (9) digit social security number. The social security number will be used to conduct the background checks. The last four digits of the social security number will also be used to provide secure access to UMMC networks, should the scope of work to be performed by the vendor require such access.
In addition, UMMC reserves the right to require vendors, whose employees will be not be physically working at any UMMC facility but who will have access to our networks to provide the last four digits of each employee's nine (9) digit social security number in order for UMMC to provide secure access into its network.
- 1.1.3 Right to award in whole or in part – UMMC reserves the right to award the Bid in whole or in part, whichever is deemed to be in the best interest of UMMC as an agency of the State of Mississippi. This IFB does not commit UMMC to contract for any requirements detailed in this document.
- 1.1.4 Right to reject any and all offers – UMMC reserves the right to reject any or all offers and to waive informalities in the proposal received. UMMC may deem proposals which meet any of the following criteria as nonresponsive and therefore disqualify the proposal/Bidder from consideration:
 - Failure to follow specifications and instructions contained in the IFB;
 - Failure to meet the announced requirements of UMMC in some material respect;
 - Submission of a response that alters or limits terms contained in the IFB; or
 - Submission of a response that UMMC deems to be unreasonable in terms, cost, etc.
- 1.1.5 Right to disclose Proposal Form – UMMC reserves the right to disclose the Bidder's Bid Proposal Form in response to a Public Records Request.
- 1.1.6 Right to share Award amount and successful Bidder's name – UMMC reserves the right to disclose the winning amount and successful Bidder's name to all responding Bidder's.
- 1.1.7 Right to withdraw Award – UMMC reserves the right to withdraw any Award resulting from the IFB if, in its sole discretion, it would be in UMMC's best interest.

1.2 REQUIRED TERMS AND CONDITIONS

Any contract entered into between UMMC and bidder will include terms and conditions. Those terms and conditions will be negotiated until mutually beneficial. An example of the UMMC Standard Terms and Conditions can be found in Attachment A.

1.3 ATTACHMENTS

The attachments to this Invitation for Bid are made a part of this Invitation for Bid as if copied herein in words and figures. Attachment B must be completed and returned with the proposal.



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2. USE OF SUBCONTRACTORS

No subcontractor shall be used without the prior written consent of UMMC.

3. REGISTRATION WITH VENDORMATE AND MAGIC

At the time the contract is awarded, the selected Bidder becomes a vendor of UMMC. All vendors are required to register with the UMMC vendor credentialing system, GHX VendorMate, which requires a fee for registration at the expense of the vendor. GHX Vendor Mate registration can be completed on line at <https://registersupplier.ghx.com/reg/network/vendor>.

Vendors will be expected to register with the Department of Finance and Administration (DFA) for purchases for all State agencies. Registration can be completed online at <http://www.dfa.state.ms.us>.

4. COMMUNICATIONS WITH THE STATE

From the issue date of this IFB until a Bidder is selected for award and such selection is announced, neither Bidders nor their representatives may communicate either orally or in writing regarding this IFB with any statewide elected official, state officer or employee member of the legislature or exception as noted herein. This directive is meant to ensure fair and unbiased selection of a Bidder. To ensure equal treatment of each responding Bidder, all questions regarding this IFB must be submitted in writing to the contact persons listed in Section 1 of this IFB.



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By signing below, the Bidder Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bid, 7040, **Two (2) Dark Skin Tone Advanced Adult Simulators and Two (2) Dark Skin Tone Pediatric Toddler 1-Year-Old Simulators**, and the attachments herein;
2. That the Bidder meets all requirements and acknowledges all certifications contained in this Invitation for Bid, 7040, and the attachments herein;
3. That the Bidder agrees to all provisions of this Invitation for Bid, 7040 and attachments herein;
4. That the Bidder has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bid.

Printed Name: _____

Signature/Date: _____



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ATTACHMENT A

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER STANDARD TERMS AND CONDITIONS ADDENDUM

This Addendum ("Addendum") constitutes an amendment or supplement and is hereby incorporated into the _____ by and between the University of Mississippi Medical Center ("UMMC"), a Mississippi governmental entity, and the following party:

Name _____

Address _____ City _____ State _____ Zip _____

Tax ID# _____

(the above party is hereinafter referred to as "Vendor").

Notwithstanding anything contained in Vendor's terms and conditions, in any agreement by and between Vendor and UMMC, or in any quotation, voucher, or purchase order which this Addendum accompanies or to which it is attached (hereinafter collectively referred to as the "Agreement"), in the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control. By executing this Addendum, and/or by accepting UMMC's purchase order and/or by supplying the goods and services which are the subject matter of the Agreement without objection, Vendor expressly agrees to be bound by the terms of this Addendum; expressly acknowledges that the terms of this Addendum supersede the terms of any Agreement which this Addendum accompanies or to which it is attached; and expressly acknowledges that no agreement, or understanding, oral or written, which purports to modify the terms of this Addendum, whether such be contained in any of Vendor's prior or subsequent receipts, invoices, quotations, order confirmations, purchase orders, click-through agreement, terms and conditions on a website, shipping forms or any other documents, shall be binding on UMMC.

1. **Term; No Automatic Renewals.** The term of the Agreement shall be for the term stated in the Agreement itself. However, if no term is stated in the Agreement, the Agreement shall expire one (1) year from the date of the Agreement or purchase order, whichever is later. Any reference to any automatic renewals in the Agreement is hereby deleted in its entirety, and the parties expressly acknowledge that the Agreement is for one term only, and does not automatically renew itself for successive terms. All renewals must be in writing and agreed to by both parties. UMMC may terminate the Agreement upon not less than thirty (30) days written notice to the Vendor. Any reference to early termination charges, fees, or penalties, is hereby deleted in its entirety, and the parties expressly acknowledge that no early termination charges, fees, or penalties will apply.
2. **Shipping.** The shipping term is FOB UMMC's Destination. The proper delivery address is the address stated on the purchase order. UMMC reserves the right to utilize a third party logistics company of UMMC's choice and UMMC's logistics shipping account therewith. Should UMMC elect to assert this right, it will provide thirty (30) days' prior written notice to Vendor. Thereafter, shipping will be FOB shipping point, with freight paid by Vendor to UMMC's preferred third party logistics company.
3. **Payment/Invoicing.** Payment shall not occur until all services, deliverables, and/or goods to be provided under the Agreement have been fully provided to UMMC's satisfaction. Continuance of any UMMC contract is based upon the availability of funds. Should there be no funds available, the contract will be cancelled with no further obligation on the part of UMMC. Any property covered by a lease shall be returned to the lessor. No invoice shall be considered past due or late until the 45th day after receipt and no late payment fees or penalties shall apply in excess of those prescribed by law. All invoices shall be sent via email to: AP-invoices@umc.edu. Any questions regarding invoices should be directed to AP-statements@umc.edu. All payments shall be made in United States currency.
4. **Assignment; No Third-Party Beneficiaries.** Neither party may assign its rights under the Agreement or delegate its duties under the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or another manner, without the prior written consent of the other party, such consent to not be unreasonably withheld. Any purported assignment of rights in violation of this Section is void. The Agreement does not and is not intended to confer any rights or remedies upon any persons other than the parties hereto.
5. **Non-Solicitation.** Each party agrees that it may hire employees or contractors of the other party without such other party's prior written consent thereto through general solicitations not targeted at such persons.
6. **Insurance.** Vendor shall maintain commercial general liability insurance in a commercially reasonable amount sufficient and necessary to cover the scope of services of the Agreement. If the Agreement requires Vendor to provide professional services, Vendor shall also maintain professional liability insurance covering itself, its employees, agents, professional employees and representatives in the minimum amounts of \$1 Million per occurrence/ \$3 Million aggregate annually. Upon request, Vendor shall provide proof of insurance to UMMC. UMMC is self-insured under the Mississippi Tort Claims Act. Any provisions of the Agreement which require UMMC to obtain or maintain insurance are hereby deleted in their entirety. Any provisions of the Agreement which require UMMC to name Vendor as an additional insured are hereby deleted in their entirety.
7. **Governing Law; Venue.** The Agreement and this Addendum are governed and controlled by all applicable laws, ordinances, rules and regulations of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders to show cause related to; arising from; in connection with; or to construe or enforce the terms thereof shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. Any provision contained in the Agreement which purports to set venue outside of the State of Mississippi is hereby deleted in its entirety.
8. **Returns/Cancellations.** UMMC may cancel the order for any goods, equipment, products or materials prior to shipment or return after shipment, without any liability to Vendor for such cancellation or return other than the actual direct cost incurred by Vendor in beginning to process, ship, and/or restock such order, which is evidenced by documentation satisfactory to UMMC. In no event, however, shall such cancellation or return cost charged by Vendor exceed 15% of the purchase price of the cancelled or returned goods, equipment, products or materials. In UMMC's sole discretion, Vendor shall issue a refund for the returned order via check or account credit. Any unused credit after 90 days must be refunded via check to UMMC Accounts Payable, 2500 N. State Street, Jackson, MS 39216.
9. **Attorneys Fees, Collection Costs, and Damages.** Any provisions of the Agreement which require the prevailing party, and/or require UMMC to pay Vendor any attorney fees and/or collection costs are hereby deleted in their entirety. Any provisions of the Agreement which require payment of liquidated damages by UMMC are hereby deleted in their entirety.
10. **Use of Trademarks.** Vendor shall not use any UMMC trademark, service mark, logo, symbol, design, device, name or other mark without



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the express written consent of UMMC which has been executed by a duly authorized UMMC officer and which specifically details the permitted uses of such by Vendor.

11. **Expenses.** All expenses in excess of \$500 must be pre-approved in writing by UMMC, and reimbursement requests must be accompanied by receipts or documentation satisfactory to UMMC evidencing such expense. If any expenses in excess of \$500 are not pre-approved by UMMC, or if any of the documentation of any such expenses is not satisfactory to UMMC, UMMC shall not be responsible to reimburse Vendor for the same. Vendor must abide by the University of Mississippi Medical Center's current Travel and Expense Policy, a copy of which may be found at www.umm.edu/Contracts/Resources-Forms.html.
12. **Audit Requests.** Vendor must give reasonable prior notice to UMMC's Office of Integrity and Compliance in order to obtain approval to review UMMC records at Vendor's expense, such authorization shall not be unreasonably withheld.
13. **Education About False Claims Recovery Act.** Vendor acknowledges receipt of UMMC's "Education About False Claims Recovery Act", which may be found at www.umm.edu/Contracts/Resources-Forms.html; agrees to abide by same in its business with UMMC; and agrees to provide same to its employees performing services under the Agreement.
14. **Discounts; Rebates.** If Vendor is providing UMMC any discounts or rebates which are required to be reported to Medicaid, Medicare or any other federal or state health care program, Vendor shall fully and accurately report such discount on all invoices, coupons or statements submitted to UMMC. Vendor will refrain from doing anything which would impede UMMC from meeting its discount reporting obligations, and will indemnify and hold UMMC harmless from any claim asserted against UMMC by Medicaid, Medicare or any other federal or state health care program, or any state or the federal government related to, connected to, or arising from Vendor's failure to abide by the terms of this paragraph.
15. **Record Retention.** If a party carries out any of the duties of the Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract will contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request of the Secretary of HHS, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
16. **Representations of Vendor.** Vendor represents and warrants that Vendor, its officers, directors and employees (a) are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs; (b) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, (c) are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list; and (d) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs. These shall be ongoing representations and warranties during the term of the Agreement and Vendor shall immediately notify UMMC of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give UMMC the right to terminate the Agreement immediately for cause.
17. **Compliance with Applicable Laws.** The parties believe the Agreement avoids any element of inappropriate reimbursement for services as currently provided under federal or state law. Nothing in the Agreement shall be construed as a promise or obligation on the part of either party to refer patients or business to the other party. The parties agree to comply with all applicable local, state, and federal laws, rules, and regulations.
18. **Change in Law.** (i) If during the term hereof any Change of Law (defined below) results in an Adverse Consequence (defined below), the parties agree to make reasonable revisions to the Agreement to avoid such Adverse Consequences while seeking to maintain the parties as close as possible to their original positions despite such revisions. Upon notice by one party to another of such Change of Law, the parties agree that they shall attempt to resolve the matter within thirty (30) days of such notice. If the parties cannot agree upon renegotiated terms hereunder within such 30-day period, then the Agreement will terminate immediately upon written notice by one party to the other of an inability to agree. (ii) As used herein, "Change of Law" shall mean: (A) any new legislation enacted by the federal government or the government of Mississippi; (B) any new third party payor or governmental agency law, rule, regulation or guideline; or (C) any judicial order or decree. (iii) As used herein, "Adverse Consequence" shall mean a Change of Law that prohibits, restricts, limits or otherwise affects either party's rights or obligations hereunder in a material manner or otherwise makes it desirable to restructure the relationship established hereunder because of material legal consequences, including loss of tax exempt status, expected to result from such Change of Law.
19. **Patient Records and Confidentiality.** Vendor agrees to execute, upon UMMC's request, a Business Associate Agreement ("BAA") in form satisfactory to UMMC. All medical records and materials relating to patients shall be and remain the property of UMMC. UMMC may utilize its own business records and the information contained therein for whatever purposes it so chooses. The parties acknowledge that Mississippi state law as to public records and transparency governs the Agreement.
20. **Independent Contractor.** It is understood by the parties that Vendor, including its employees, is an independent contractor and is not an employee or agent of UMMC. Vendor understands and agrees that neither it nor its employees performing services hereunder shall be entitled to any of the rights, fringe benefits and privileges established for UMMC's employees. Vendor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Vendor and its employees shall at all times be acting as and deemed to be independent contractors. Nothing contained in the Agreement shall be construed to create a partnership, joint venture, agency or employment relationship between Vendor and UMMC. UMMC shall have no responsibility for any of Vendor's debts, liabilities or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of Vendor or Vendor's employees or agents. In addition, Vendor may not bind UMMC in any way whatsoever with respect to third parties. If the Agreement requires Vendor to provide on-site services to UMMC, Vendor shall comply with UMMC's applicable policies and procedures for facility access for any persons performing services on-site at UMMC.
21. **Tax-Exempt Status.** Pursuant to Mississippi law, UMMC is exempt from state sales and use taxes. UMMC will not pay excise, personal property, income, value added, or other similar taxes.
22. **Equal Opportunity Employer.** During the performance of any contract with UMMC, Vendor agrees to be bound by provisions of Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), Executive Order 11246, and the Veterans Readjustment Act of 1972 (as amended).
23. **Employment Protection Act.** Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code of 1972 (as amended).
24. **Force Majeure.** In the event of a Force Majeure Event, the non-performing party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented and satisfying whatever conditions precedent that cannot be satisfied. When the non-performing party is able to resume performance of its obligations under this Addendum or satisfy the conditions precedent to the performing party's obligations, it shall immediately give the performing party written notice to that effect and shall resume performance under this Addendum no later than five (5) working days after the notice is delivered. "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) The act or event prevents a party in whole or in part from performing its obligations



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under this Addendum; or satisfying any conditions to the performing party's obligations under this Addendum; (b) The act or event is beyond the reasonable control of and not the fault of the non-performing party; and (c) The non-performing party has been unable to avoid or overcome the act or event by the exercise of due diligence. A Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds.

25. **Notice.** Copies of all notices to UMMC shall also be sent to: University of Mississippi Medical Center, Office of the General Counsel, 2500 North State Street, Jackson, MS, 39216, via certified mail, return receipt requested, or overnight courier.
26. **Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further or other exercise thereof or the exercise of any other right, power or remedy. Any provisions of the Agreement which require UMMC to waive any cause of action it may have against Vendor or any other party on account of any loss/damage insured by an insurance policy are hereby deleted in their entirety.
27. **Execution.** The Agreement and this Addendum may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. By signing the Agreement and this Addendum, each signatory represents that he or she has the authority to bind his or her respective party to the Agreement and this Addendum.
28. **Governmental Entity.** Vendor recognizes and acknowledges that UMMC, as a political subdivision of the State of Mississippi, is entering the Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.
29. **Severability.** If any provision of the Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
30. **Entire Agreement.** The Agreement, this Addendum, and any other documents which may be incorporated therein by reference, constitute the entire agreement of the parties with respect to the subject matter herein. Any other agreements or understandings, whether written or oral, are hereby superseded, with the exception of an NDA or BAA, if any. The terms of the Agreement and this Addendum shall solely govern the rights and obligations of the parties with respect to the subject matter herein. Any modification to the Agreement or this Addendum shall only be effective if it is in writing and signed by a duly authorized representative of Vendor, and an authorized signatory of UMMC.
31. **Additional Information.** Additional information regarding doing business with UMMC, including documents referenced herein, may be found at www.ummcc.edu/Contracts/Resources-Forms.html.

SPECIAL TERMS APPLICABLE TO SOFTWARE:

32. **Software License.** Vendor grants to UMMC a perpetual, royalty-free, irrevocable license to use for UMMC's internal business only any software which may be installed in the equipment and/or other software provided by Vendor and any associated documentation provided by Vendor to UMMC. UMMC may permit its employees, agents and independent contractors to use the software and any associated Documentation (as defined below).
33. **Software Warranty.** Vendor warrants that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein) or as represented by Vendor, (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and

(iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the equipment purchased hereunder. Vendor warrants that it has the right to license or sublicense the Software to UMMC for the purposes and subject to the terms and conditions set forth herein. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the purchased product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the Vendor user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by Vendor to UMMC.

34. **Infringement.** (A) Vendor represents that it has full right to sell or license to UMMC the software, the products or the use thereof, and that all such software or products are delivered free of any liens, encumbrances or rightful claim for any infringement of any United States copyright, patent, trade secret or trademark. Vendor further warrants that the licensed software or product will not infringe any patent, copyright, trade secret or trademark. Vendor agrees to indemnify and hold UMMC harmless from any and all third party claims of infringement relating to UMMC's use of the products sold hereunder, including but not limited to paying all defense costs and attorney's fees, and any judgments. (B) If the use of any element of the licensed software is enjoined as a result of any claim arising out of a breach of this warranty, Vendor will, at its option and expense, either secure for UMMC the right to continue to use the allegedly infringing product, or to replace or modify the product so that it is no longer infringing, provided the product continues to materially perform the same function(s) as originally desired by UMMC and otherwise conforms to the warranty hereunder. In the event Vendor fails to do either of the foregoing, Vendor shall refund to UMMC the full purchase price of all products purchased hereunder.
35. **Data Extraction.** Within ninety (90) days of the termination of the Agreement, Vendor agrees to allow UMMC to migrate any stored UMMC data from Vendor's software. Upon expiration or earlier termination of the Agreement, Vendor agrees that UMMC may elect to have Vendor migrate the data to a UMMC computer at no cost to UMMC, or for Vendor to provide the data to UMMC in another form which is acceptable to UMMC at no cost to UMMC.
36. **Accessibility.** Vendor represents and warrants that the software complies with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and the Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and agrees to provide written documentation verifying accessibility, to promptly respond to and resolve accessibility complaints received from UMMC, and to indemnify and hold UMMC harmless in the event of claims arising from inaccessibility.

Accepted and agreed to on behalf of Vendor:

Date: _____

Name: _____

Title: _____

Accepted and agreed to on behalf of
University of Mississippi Medical Center:

Date: _____

Name: _____

Title: _____



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ATTACHMENT B

BID# 7040 PROPOSAL FORM

Date: _____

Proposal From: _____

(Bidder)

Office of Category Management and Procurement
Jackson Medical Mall, Suite 1164
350 West Woodrow Wilson
Jackson, Mississippi 39216-4505

RE: *University of Mississippi Medical Center*
Advanced Adult Simulator and Pediatric Toddler 1-Year-Old Simulator
IFB # 7040

Having carefully examined the Bid Documents and all addenda, I, the undersigned, propose to furnish all products, materials, and services required by the Bid Documents in accordance with the conditions of said Bid Documents for the sums set forth below:

BASE BID: \$ _____

Certification of Authority to Sell:

The Bidder is certified with Mississippi Secretary of State Office and is authorized to sell, deliver items or perform services within the state of Mississippi (yes/no answer required)

_____ Yes

_____ No

Provide Mississippi Business Identification Number: _____

I (We) agree to hold our bid open for acceptance for one year from the date of bid opening. I (We) agree that this Proposal Form may be disclosed in full in response to a public records request. I(We) agree that if I(we) are the winning Bidder, the Base Bid above and our name shall be disclosed to all responding Bidders in the Notice of Award.

I (We) attest that I (we) are either a manufacturer or an authorized distributor/reseller of the commodities and/or equipment for which UMMC is seeking bids. If I (we) are a distributor/reseller, I (we) have included documentation with this bid proposal documenting that I (we) are an authorized distributor/reseller of said commodities/equipment.



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Our Corporation is chartered under the laws of the State of _____, and the names, titles and business addresses of the principal officers are as follows:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

(TO BE FILLED IN IF A PARTNERSHIP)

Our Partnership is composed of the following individuals:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Please provide directions for sending notice of acceptance of the bid (mail, email, delivery, etc.).

EMAIL: _____

TITLE: _____

SIGNATURE: _____