

METROPOLITAN AREA EMS AUTHORITY
dba MEDSTAR MOBILE HEALTHCARE

Request for Proposal Human Patient Simulators

RFP ID number: 2020-003

Issue Date: July 23, 2020

Response Due Date: ____, 4:30 p.m. on July 31, 2020.

Electronic submission of Responses (with “Read Receipt Requested”) is required.

SUBMIT ELECTRONIC COPIES ONLY to:

Shaun Curtis scurtis@medstar911.org

Register to receive notices and updates concerning the RFP by sending contact information to scurtis@medstar911.org

Contact for Questions: All questions concerning this RFP shall be directed to Shaun Curtis via email at scurtis@medstar911.org. Questions must be submitted in writing only. Vendors must communicate only with Mr. Curtis on matters relating to the RFP and should not communicate with any other employee or representative of MedStar regarding the RFP.

Table of Contents

Table of Contents.....	2
1.0 Introduction	4
1.1 Overview	4
1.2 General Notices and Requirements	4
1.2.1 Response to the RFP Binding Upon Vendor	4
1.2.2 Response Modification or Withdrawal	4
1.2.3 Non-conforming Responses	5
1.3 MedStar’s Mission	5
1.4 Minimum Qualifications of Vendors.....	5
1.5 Expected Scope of Solution and Term of Contract.....	6
1.6 Minimum Technical Specifications	6
1.7 Additional Requirements.....	6
1.8 Overall Evaluation Process.....	6
1.9 Selection Criteria	6
1.10 Final Selection Process	7
1.11 Evaluation TimeLine	7
2.0 Vendor Response Guidelines.....	7
2.1 Proposal Format	7
2.2 Proposal Submission	7
2.3 Pre-Proposal Questions and Responses	7
3.0 Proposal Format.....	8
3.1 Vendor Background (Section 1)	8
3.2 Proposed Solution (Section 2)	9
3.3 Implementation Plan (Section 3).....	9
3.4 Delivery of Product and Services (Section 4).....	9
3.5 Ongoing Support Services (Section 5).....	9
3.6 Required Vendor Agreements (Section 6).....	9
3.7 License and Maintenance Agreements (Section 7).....	10
3.8 Exceptions and Deviations (Section 8).....	10
3.9 Client References (Section 9)	10
3.10 Additional Requirements (Section 10).....	10
3.11 Required Forms and Attachments (Section 11)	10
3.12 Cost Proposal (Section 12)	10
EXHIBIT A	12
Description of Products and Services Required.....	12

Technical Specifications.....	12
EXHIBIT B	20
Purchase Agreement.....	20
Appendix - Proposal Forms	27
BINDING RESPONSE FORM	28
VENDOR CONTACT INFORMATION.....	29
CLIENT REFERENCE FORM	30
COST PROPOSAL FORM	31

RFP 2020-003

1.0 Introduction

1.1 Overview

MedStar is soliciting proposals (“Responses”) from qualified vendors for:

- 1 Adult Multipurpose Advanced Human Patient Simulator
- 1 Pediatric Multipurpose Advanced Human Patient Simulator
- 1 Infant Multipurpose Advanced Human Patient Simulator
- Three Year Service Agreement for the three devices

The specifications are set forth in detail on Exhibit A. The successful Vendor will provide (1) three Human Patient Simulators meeting or exceeding the technical specifications; (2) installation and training; and (3) three years of service and support. Vendor shall make the same Products (one or all) available to any First Responder Organization within the MedStar system at the same prices for six months after the Effective Date.

1.2 General Notices and Requirements

MedStar may, in its sole discretion, reject any or all proposals. The successful Vendor, if any, will be required to enter into a contract (“Contract”) with MedStar which will incorporate the RFP and the response to the RFP and which will include standard terms substantially in form set forth on Exhibit “A” hereto. The final contract may differ in some respects from the terms of the RFP and or the terms of selected Vendor’s response.

MedStar reserves the right to select more than one Vendor to provide the products and services that are the subject of the RFP. MedStar may contact Vendors after submission of the Responses to determine whether they are willing to stand by their Response if they are requested to provide less than all of the products and services identified in this RFP.

1. 2.1 Response to the RFP Binding Upon Vendor

The Binding Response Form must be completed and submitted with the RFP Response. The Response must contain the signature of a duly authorized officer of the Vendor, with power to bind the Vendor. All submitted Responses shall be binding on the Vendor and irrevocable for a period of **one hundred and twenty (120) days** from the Response submission deadline.

1.2.2 Response Modification or Withdrawal

Responses may be modified, withdrawn, or re-submitted in writing prior to the submission deadline. After this deadline, no resubmissions or modifications may be made for any reason.

1.2.3 Non-conforming Responses

MedStar reserves the right, in its sole discretion, to reject any or all Responses and to reject non-conforming responses. MedStar also reserves the right to waive technical nonconformities when in the best interests of MedStar.

Responses determined by MedStar in its sole discretion to be non-conforming may be rejected by MedStar. A Response may be considered non-conforming for the following (and other) reasons:

- The Response does not meet the minimum technical standards.
- It appears that there was collusion with other Vendors.
- The Response was received after the deadline for submission.
- The Response contains technical irregularities.
- The Response is not in the form set forth in Section 3.
- Unbalanced value of any items.
- Vendor does not meet the Minimum Qualifications.

In addition, Vendors may be disqualified and their Responses not considered, among other reasons, for any of the following specific reasons:

- The Response is not responsive to the RFP.
- The Vendor has an interest in any litigation against MedStar.
- The Vendor is in arrears on any existing contract or has defaulted on a previous contract with MedStar or other customers.
- Lack of competency as revealed by a financial statement, experience and equipment, response to questions, etc.
- Uncompleted work on other projects, which in the judgment of MedStar will prevent or hinder the prompt completion of work under this RFP.
- Vendor has an interest in more than one Response submitted for this RFP.

1.3 MedStar's Mission

MedStar is a governmental agency created through the adoption of a uniform EMS ordinance and interlocal cooperative agreement between municipalities located in Tarrant County, Texas, under the provisions of Section 773.051 of the Texas Health and Safety Code and Chapter 791 of the Texas Government Code. MedStar provides a variety of services related to mobile and prehospital healthcare, including but not limited to 911 emergency medical response, medical transportation, mobile integrated healthcare, and management and consulting services. MedStar's mission is to provide world class mobile healthcare with the highest quality customer service and clinical excellence in a fiscally responsible manner. MedStar has been recognized as an innovator in healthcare integration.

1.4 Minimum Qualifications of Vendors

To qualify for evaluation, Vendor must demonstrate experience in providing the requested products and services, financial stability, customer satisfaction, and no substantial history of regulatory problems. MedStar will evaluate each Vendor's ability to deliver its proposed ERP

based on specified qualifications, client references, and the overall viability of the Vendor's Company.

The minimum qualifications for evaluation are:

1. Vendor must provide reviewed or audited financial statements for the past three years or time in business if shorter.
2. Vendor shall not be under suspension, exclusion, or debarment by any State or Federal agency.
3. Vendor shall supply three client references (See Client Reference Form)

1.5 Expected Scope of Solution and Term of Contract

In addition to delivery of conforming Products, MedStar expects to enter into a Service Agreement with the successful Vendor for a term of three years. The price of the Service Agreement must be included in the Proposal. Installation and initial training must be included in the cost of the Products.

1.6 Minimum Technical Specifications

See **Exhibit A** for the technical specifications of the required products and services. Proposals that do not meet the minimum technical criteria will not be evaluated and will be deemed rejected.

1.7 Additional Requirements

All Vendors must commit to provide the following:

- Upon request, demonstration simulators for MedStar's evaluation
- Installation and Setup
- Onsite training for MedStar staff

1.8 Overall Evaluation Process

Responses to this RFP and demonstration devices will be evaluated by MedStar staff, including the Office of the Medical Director. MedStar's Chief Executive Officer will make the final decision regarding the award of a contract(s). The evaluation process will include testing of the demonstration devices provided by each Vendor. MedStar's intent is to acquire the solution that provides the best value to MedStar and meets or exceeds both the functional and technical requirements identified in this RFP.

1.9 Selection Criteria

For the RFP responses that meet the minimum requirements, the following criteria will be used to evaluate Responses:

Evaluation Criteria	Weight %
Cost proposal	75

Evaluation/performance of demonstration devices	25
Total	100

The evaluation process may also include:

1. Follow-up questions and answers with some of the vendors
2. On-site demonstrations
3. Reference checking with other customers using the vendor's product or services
4. Site visits to comparable agencies using the vendor's products

1.10 Final Selection Process

Once the final selection has been made, MedStar will then enter into the attached contract (Exhibit C) with the vendor whose overall solution best meets the needs of MedStar, which may not always be the lowest priced proposal.

1.11 Evaluation TimeLine

Item	Date
Release RFP	July 23, 2020
Deadline for Written Proposal Questions	July 27, 2020
Proposal Due Date	July 30, 2020
Field Tests of Devices from Vendor Finalists	August 3, 2020
Final Selection	August 4, 2020

MedStar reserves the right to alter the schedule above to meet the needs of MedStar.

2.0 Vendor Response Guidelines

2.1 Proposal Format

Proposals shall be prepared in accordance with the Proposal Response Format in Section 3.

2.2 Proposal Submission

Responses to this RFP must be delivered electronically only. The vendor must submit a copy of the Vendor's Proposal no later than 4:30 p.m. CDT on the response due date.

Proposals must be emailed to **Shaun Curtis, Support Services Manager**, at the following address (with "Read Receipt Requested"):

scurtis@medstar911.org

2.3 Pre-Proposal Questions and Responses

Questions, change requests, and clarification requests must be sent via email only to Shaun Curtis, Support Services Manager, scurtis@medstar911.org, with "Read Receipt Requested."

Respondents will communicate only with Mr. Curtis on matters relating to the RFP and will not communicate with any other employee or representatives of MedStar.

It is the Vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise MedStar if any language, specifications, or requirements of this RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Vendors are advised that any questions, change requests, and clarification requests received after four (4) calendar days prior to the Response due date may not be answered.

MedStar will make every attempt to ensure that questions, change requests, and clarification requests receive an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all Vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. No other sources of responses or clarification are considered valid. Contact with other employees or agents of MedStar is expressly prohibited without prior consent of the identified RFP Contact. Vendors directly contacting other employees or agents of the MedStar during any part of the RFP process, prior to the award of contract, if any, risk elimination of their proposals from further consideration.

3.0 Proposal Format

To facilitate the analysis of responses to this RFP, the vendor is required to format their Response in accordance with the instructions outlined in this section. Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their Response. The Response should be organized as follows:

Section	Proposal Signature Form
1	Vendor Background
2	Proposed Solution
3	Implementation Plan
4	Delivery of Product and Services
5	Ongoing Support Services
6	Required Vendor Agreements
7	License and Maintenance Agreements
8	Exceptions and Deviations
9	Client References
10	Additional Requirements
11	Required Forms and Attachments
12	Cost Proposal

Instructions for completing each section follow:

3.1 Vendor Background (Section 1)

In addition to providing responses to the following items, the vendor must complete the **Vendor Background Form** (see Appendix).

Vendors must provide information about their company so that MedStar can evaluate the Vendor's stability and ability to support the commitments set forth in their Response. The Response must specifically state how the Vendor meets the minimum qualifications set forth in

Section 1.5 above. Other information that should be included in Section 2 of the Response is:

1. The company's background including a brief description (e.g. past history, present status, future plans, company size, etc.) and organization charts.
2. Audited financial information for the past two completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
3. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability.
4. If the vendor is proposing to use a subcontractor, please provide background information on the subcontractor, vendor relationships with that firm and the specific services and/or products that the subcontractor will provide.
5. A summary of each recall of any of the Vendor's products during the past ten years.
6. A summary of any investigation of any the Vendors' products during the past ten years by any governmental entity, including the outcome and remedial action.
7. The details of any investigation, administrative proceeding, or recall of the Vendor's products offered in the Response.
8. Any litigation involving the company or any subcontractor during the past five years relating to human simulator devices, including pending litigation. Identify the parties, the subject of the dispute, the court or arbitration tribunal and case number, the date filed, current status of the dispute, and how it was resolved if not pending.

3.2 Proposed Solution (Section 2)

The vendor is required to provide a description of the products and services that meet the requirements of this RFP. This section must include, at a minimum, the following items:

- a) Description of the proposed products and services
- b) Description of the unique aspects of the Vendor's products in the marketplace
- c) Description of third party products that are integrated with the vendor's products.

3.3 Implementation Plan (Section 3)

Provide an implementation plan that details how the proposed solution is to be implemented. This should include a description of installation and initial training.

3.4 Delivery of Product and Services (Section 4)

State your commitment to providing the product/services in a conforming and timely fashion.

- a) What is the required time between an award of the contract and delivery of the product or services?
- b) What factors might delay delivery and implementation?
- c) What remedies for delay will you provide?

3.5 Ongoing Support Services (Section 5)

In addition to providing responses to the following items, please specify the nature and conditions of any post-delivery and post-implementation support and attach your standard Service Agreement.

3.6 Required Vendor Agreements (Section 6)

Vendors submitting Responses that require MedStar to sign additional vendor agreement documents must submit all such documents in their entirety and in original form with their

Response in this section.

3.7 License and Maintenance Agreements (Section 7)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution (i.e., hardware, software, operating system, database, etc.).

3.8 Exceptions and Deviations (Section 8)

All exceptions must be clearly identified in this section of the Response and must include a sectional or page reference to the subject of the exception, the scope of the exception, the ramifications of the exception for MedStar, and any proposed equitable alternative that is fair to both parties, including suggested replacement language. MedStar, at its sole discretion, may reject any exception or specification within vendor's Response.

Vendors should expect that the **Standard Contract Provisions** included on Exhibit B will be part of any contract issued by MedStar under this RFP. Any exceptions or objections to these provisions **MUST** be included in Section 10 of your Response. Otherwise, submission of your Response binds you to these terms and they will not be subject to negotiation.

3.9 Client References (Section 9)

The Vendor must provide at least three references from clients that are similar in size and complexity to MedStar. The format for completing the Vendor references is provided in the **Client Reference Form** (see Appendix).

3.10 Additional Requirements (Section 10)

Identify the devices you will furnish for evaluation and demonstration as required by Section 1.8 above and state all terms and conditions of the loan of the devices for such purposes. State your agreement to extend pricing under your Response to all First Responder Organizations participating in the MedStar system.

3.11 Required Forms and Attachments (Section 11)

Please complete and include these required forms (contained in the Appendix):

- a. Binding Response Form
- b. Vendor Information
- c. Client Reference Form

3.12 Cost Proposal (Section 12)

Costs and pricing for the vendor's products and services solution should be submitted on the **Cost Proposal Form**. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of the Response. Vendors will be bound by the terms offered in the Response and Cost Proposal Form, notwithstanding any errors or inaccuracies in the Cost Proposal or elsewhere in the Response.

Costs should include the complete, fixed costs for the solution including but not limited to the following: project management, delivery costs, license fees, training, travel, per diem, installation, documentation, discounts, operating costs, etc. Use additional pages as needed to provide additional cost detail; however, all costs should be completely reflected on the **Cost Proposal**

Form.

Vendors should also indicate whether their Cost Proposal would vary if the Vendor was asked to supply less than all of the products and services required by the RFP.

Vendors should identify all "bid boards" and similar purchasing programs through which they offer any of the products and services included in the RFP to non-profit, public or governmental agencies. Vendors should state whether the prices in the Cost Proposal exceed the lowest prices offered through such programs and, if so, explain why the prices in the Cost Proposal are higher.

MedStar will consider special vendor pricing discounts offered in exchange for MedStar's willingness to participate in new product testing or promotion. The amount of product discount in exchange for these services should be clearly stated in the Response. Any promotional strategies should be discussed with the RFP Contact person and approved by the Chief Executive Officer before submission of the Response.

END -- see attachments and Appendix.

EXHIBIT A

Description of Products and Services Required

MedStar is soliciting proposals to provide the following products and services:

1 Adult Multipurpose Advanced Human Patient Simulator
1 Pediatric Multipurpose Advanced Human Patient Simulator
1 Infant Multipurpose Advanced Human Patient Simulator
Three Year Service Agreement

Technical Specifications

Proposals for products or services that do not meet the technical criteria will not be evaluated and will be deemed rejected.

ADULT Simulator:

Specifications (Required)

General

- Tetherless and wireless; fully responsive during transport
 - o No attached adjuncts to support simulator functions or displays
- Fully operational on internal rechargeable battery power for up to 6-hours

Airway

- Programmable airway: tongue edema, laryngospasm, and pharyngeal swelling
- Multiple upper airway sounds synchronized with breathing
- Right mainstem intubation
- Placement of conventional airway adjuncts
- Endotracheal intubation
- Supraglottic intubation
- View vocal cords with Sellick maneuver
- Realistic surgical trachea allows tracheostomy or needle cricothyrotomy

Breathing

- Control rate and depth of respiration and observe chest rise
- Select independent lung sounds: upper right, front and back; upper left, front and back; lower right, front and back; lower left, front and back
- Visible chest rise during BVM ventilation
- Chest rise and lung sounds are synchronized with selectable breathing patterns
- Bilateral chest rise and fall
- Unilateral chest rise simulates pneumothorax
- Anterior and posterior auscultation sites

- **Bilateral needle decompression at second intercostal**
- **Real mechanical ventilation support**
- **Dynamic airway and lung compliance/resistance**
 - o **Ten levels of static compliance, 15-50 ml/cm H2O**
 - o **Ten levels of airway resistance**
 - o **Holds PEEP from 5 to 20cm H2O**
 - o **Exhales real and measurable CO2**
 - o **Change airway and lung settings on the fly**
 - o **Receive real-time feedback from a real mechanical ventilator**
 - o **Capable of assisting the ventilator at variable respiratory rate**
 - o **Compliance and resistance can be varied while connected to the ventilator**

Cardiac

- **ECGs are generated in real-time with physiologic variations**
- **Heart sounds may be auscultated and are synchronized with ECG**
- **eCPR sensors; chest compressions are measured and logged**
- **12-Lead ECG with integrated MI model**

Circulation

- **Measure blood pressure by palpation or auscultation**
- **Use real BP cuff rather than a “virtual” cuff to measure blood pressure**
- **Oxygen saturation detected using real monitors rather than a “virtual” value**
- **Pulse sites synchronized with BP and heart rate**
- **Bilateral IV arms with fill/drain sites**
- **SubQ and IM injection sites**
- **Intraosseous access at tibia**
- **ECG monitoring using real devices**
- **Defibrillate, cardiovert, and pace using real devices**
- **Multiple heart sounds, rates, and intensities**
- **ECG rhythms are generated in real-time**
- **Bilateral carotid, radial, brachial, femoral, popliteal and pedal pulses synchronized with ECG**
- **Pulses vary with blood pressure and are continuous and synchronized with the ECG even during a paced rhythm**

Neural responses

- **Eyes are controlled automatically by the physiologic model or directly by the instructor**
- **Select pupillary response to light**

Speech

- **Wireless streaming audio**
- **Create and store vocal responses in any language**
- **Be able to listen to participants respond in real-time**

Articulation and movement

- **Supports common patient positions including Fowler’s, supine, and sitting**
- **Realistic joint articulation**
- **Supports supine, prone, recumbent, and sitting positions**

- **Seizure/convulsions**

Other

- **Central cyanosis**
- **Catheterization with fluid return**
- **Insert gastric tubes**
- **Auscultate bowel sounds**

Specifications (Preferred)

- **Intraosseous access at: Humeral head and distal femur**
- **Drug recognition system**
 - o **Automatic drug recognition detects medication type, dose, and rate injected into the lower right arm**
 - o **Includes a pre-programmed library of virtual medications**
 - o **Supplied with syringes having wireless tags**
 - o **Add new medications**
 - o **Automatically simulates drug interactions**
- **Bilateral needle decompression at 3-4 ICS mid-axillary line**
- **Nasal intubation**
- **Supports AP defibrillator pad placement**
- **eCPR™ Real-time quality feedback and reporting**
 - o **Time to CPR**
 - o **Compression depth/rate**
 - o **Compression interruptions**
 - o **Ventilation rate**
 - o **Excessive ventilation**
 - o **Smart CPR voice coach**

PEDIATRIC Simulator:

Specifications (Required)

General

- **Height: <45 inches**
- **Tetherless and wireless; fully responsive during transport**
 - o **No attached adjuncts to support simulator functions or displays**
- **Fully operational on internal rechargeable battery power for up to 6-hours**
- **Palpable bony landmarks**

Airway

- **Anatomically accurate oral cavity and airway**
- **Supports nasotracheal/ orotracheal intubation with standard instruments including endotracheal tubes**

- Supports supraglottic airway devices
- Head tilt, chin lift, jaw thrust
- Supports esophageal intubation
- Supports bag-valvemask ventilation
- Realistic surgical trachea permits tracheostomy and cricothyrotomy
- Programmable difficult airway: laryngospasm and tongue edema
- Selectable normal and abnormal upper airway sounds

Breathing

- Spontaneous breathing and selectable normal and abnormal respiratory patterns
- Variable respiratory rates and inspiratory/expiratory ratios
- Programmable unilateral chest rise and fall
- Unilateral chest rise with right mainstem intubation
- 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, back; and lower left, back
- Real mechanical ventilation support
 - o AC, SIMV, CPAP, PCV, PSV, and more
 - o Supports therapeutic levels of PEEP
 - o Programmable variable lung compliance
 - o Variable bronchi resistance
 - o Programmable respiratory efforts for weaning/liberation
- Real-time ventilation feedback
- Visible chest rise during BVM ventilation
- Needle decompression site features realistic tactile feedback and audible hiss

Cardiac

- Includes comprehensive library of ECG rhythms with customizable beat variations
- Independent normal/abnormal heart sounds at aortic, pulmonic, and mitral sites
- Supports ECG monitoring using real devices
- Supports ECG-derived respiration monitoring (EDR)
- Effective chest compressions generate palpable femoral pulses
- Defibrillate, cardiovert and pace using real devices and energy
- Anterior/posterior defibrillation sites

Circulation

- 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, femoral, and pedal
- Blood pressure-dependent pulses
- 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

Neural responses

- Programmable jaw movement, bilateral or unilateral brow movement, and horizontal neck rotation
- Stiff neck (torticollis)
- Interactive eyes: eyes can automatically follow a moving object
- Programmable blinking rate, pupil response, and bilateral and unilateral eye movement
- Independent, active pupillary light reflex
- Abnormal eye and eyelid movements: crosseyed, nystagmus, eyelid twitching, eyelid droop
- Programmable crying/ tears release real fluid

Gastrointestinal

- NG/OG tube placement
- Patent esophagus
- Gastric distension during excessive PPV
- Bowel sounds in four quadrants
- Interchangeable male/ female genitalia
- Supports urinary catheterization with fluid return
- Programmable urinary output

Speech

- Wireless streaming voice
- Real-time voice modulation effects
- Be able to listen to participants respond in real-time
- Automatic jaw movement synchronized with speech
- Prerecorded speech responses

Articulation and movement

- Realistic joint articulation: neck, shoulder, elbow, hip, and knee
- Forearm pronation and supination
- Supports common patient positions including Fowler's, supine, and sitting
- Seizure/convulsions
 - o Seizures with selectable intensity levels

Specifications (Preferred)

- Male/female patient conversion
- Intraosseous access at: Humeral head and distal femur
- Drug recognition system
 - o Automatic drug recognition detects medication type, dose, and rate injected into the lower right arm
 - o Includes a pre-programmed library of virtual medications
 - o Supplied with syringes having wireless tags
 - o Add new medications
 - o Automatically simulates drug interactions
- Bilateral needle decompression at 3-4 ICS mid-axillary line
- Nasal intubation
- eCPR™ Real-time quality feedback and reporting

- Time to CPR
- Compression depth/rate
- Compression interruptions
- Ventilation rate
- Excessive ventilation
- Smart CPR voice coach

INFANT Simulator:

Specifications (Required)

- **Age: Full-term newborn**
- **Weight and Length: appropriate for full-term newborn**
- **Tetherless and wireless, fully responsive during transport**
 - **No attached adjuncts to support simulator functions or displays**
- **Fully operational on internal rechargeable battery for up to 6 hrs**
- **Lifelike umbilicus and post cord detachment navel**
- **Palpable bony landmarks**
- **Wireless link capability with manufactures OB simulator**

Airway

- **Anatomically accurate oral cavity and airway**
- **Nasotracheal/orotracheal intubation (ETT, laryngeal airway)**
- **Head tilt, chin lift, jaw thrust**
- **Supports esophageal intubation**
- **NG/OG tube placement**
- **Bag-valve-mask ventilation support**
- **Neck hyperextension and flexion airway obstruction with event capture and logging**

Breathing

- **Spontaneous breathing**
- **Variable respiratory rates and inspiratory/expiratory ratios**
- **Programmable unilateral chest rise and fall**
- **Lung sounds synchronized with respiratory rate**
- **Programmable retractions, "see-saw" breathing**
- **Mechanical ventilation support »**
 - **A/C, SIMV, CPAP, PCV, PSV, NIPPV**
 - **Supports PEEP (up to 20 cmH2O)**
 - **Dynamic airway and lung controls » Variable lung compliance**
 - **Bilateral bronchi resistance**
- **Programmable respiratory efforts**
- **Unilateral chest rise with right mainstem intubation**
- **Real-time ventilation feedback**
- **Bilateral, midaxillary pneumothorax sites support needle decompression**

- **Pneumothorax sites feature palpable bony landmarks**
- **Visible chest rise during bagvalve-mask ventilation**
- **Supports EtCO₂ monitoring using real sensors and monitoring devices**

Cardiac

- **Includes comprehensive library of ECG rhythms with customizable beat variations**
- **Supports ECG monitoring using real devices**
- **Supports ECG-derived respiration monitoring (EDR)**
- **Defibrillate, cardiovert, and pace using real devices and energy**
- **Effective chest compressions generate palpable femoral pulses and ECG activity**
- **Healthy and abnormal heart sounds**

Circulation

- **Visible cyanosis, jaundice, paleness, and redness with variable intensities**
- **Supports manual capillary refill time assessment on peripheral extremities**
- **Programmable fontanel: depressed, normal, and bulging**
- **Palpable pulses: brachial, femoral, and umbilical**
- **Blood pressure-dependent pulses**
- **Supports blood pressure monitoring using a real NIBP cuff**
- **Audible Korotkoff sounds**
- **Pre-ductal and post-ductal SpO₂ monitoring using real devices**
- **IV cannulation: bolus, infusion, and sampling**
 - o **Hand, scalp, and umbilicus**
- **Umbilical catheterization (UVC/UAC): continuous infusion and sampling**
- **Bilateral IO tibial infusion**

Neural responses

- **Programmable movements: blinking, mouth opening and closing, arm and leg flexion and extension**
- **Mouth movement**
- **Blinking eyes**
- **Programmable muscle tone: active, reduced, and limp**

Gastrointestinal

- **Diaphragmatic hernia**
- **Programmable abdominal distension**
- **Urinary catheterization with return**
- **Normal and abnormal bowel sounds**

Articulation and movement

- **Realistic joint articulation: neck, shoulder, elbow, hip, and knee**
- **Forearm pronation and supination**
- **Seizure/convulsions**

Specifications (Preferred)

- **Real-time CPR quality feedback and reporting**
 - o **Time to CPR**
 - o **Compression depth/rate**
 - o **Compression interruptions**
 - o **Ventilation rate**

EXHIBIT B

Purchase Agreement

Vendors must be willing to execute the attached Purchase Agreement. Any exceptions or objections to the provisions of the Purchase Agreement **MUST** be included in Section 8 of your Response. Otherwise, submission of your Response binds you to these terms and they will not be subject to negotiation.

PURCHASE AGREEMENT

“MedStar”

Name: Metropolitan Area EMS Authority
dba MedStar Mobile Healthcare
Address: 2900 Alta Mere Drive, Fort Worth, TX 76116
Attention: Douglas R. Hooten, CEO
Telephone: (817) 923-3700
Facsimile: (614) 760-0533

E-mail: dhooten@medstar911.org

“Vendor”

Attention: _____
Telephone: _____
Facsimile: _____

E-mail: _____

This Purchase Agreement (“Agreement”) is effective the ____ day of _____, 2020 (“Effective Date”) by and between MedStar and Vendor.

- Term.** The term of this Agreement shall commence on the Effective Date and shall continue for the duration of the Service Agreement attached hereto as Exhibit 2, unless otherwise terminated as provided herein.
- Termination.** Either party may terminate this Agreement at any time if the other party: (a) ceases to function as a going concern in the normal course of business; (b) files for bankruptcy; or (c) becomes or is declared as insolvent. MedStar party may terminate this Agreement at any time upon sixty (60) days written notice. In the event of an early termination, Vendor shall make a *pro rata* refund of the price of the Service Agreement.
- Scope of Agreement.** Subject to the terms and conditions set forth herein, Vendor shall make the Human Patient Simulators listed on Exhibit 1 (“Products”) available to MedStar for purchase at the listed prices and shall provide service and support under the terms of the Service Agreement attached hereto as Exhibit 2. Vendor shall make the same Products available to any First Responder Organization within the MedStar system at the same prices for six months after the Effective Date.
- Product Orders, Invoices, and Payment Terms.** MedStar shall submit a purchase order to Vendor for the Products hereunder. Vendor shall submit an invoice to MedStar with the purchase order number. Payments shall be made in U.S. dollars, net 60 days from the date of invoice and shall be made via check, money order, wire transfer or ACH. Vendor has the discretion to accept payment by credit card.
- Product Inventory and Delivery Deadlines.** Vendor shall deliver the Products within seven days of an order by MedStar.
- Shipping and Delivery.** Vendor shall be responsible for all shipping costs. Vendor shall bear all risk of loss of Products until delivery at MedStar. Each delivery shall be accompanied by a detailed packing slip showing the purchase order number, product and product number, quantity, and lot numbers.
- Acceptance.** MedStar shall report any nonconforming order of Products within 60 days. Vendor shall have thirty (30) days to cure any nonconformity reported by MedStar. Upon such cure, Products shall be deemed to be accepted by MedStar.
- Delivery Delay.** Failure of the Vendor to meet guaranteed delivery dates or service performance deadlines will be considered a breach of the Agreement. Should the Vendor encounter any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice thereof in writing to the MedStar Support Services

Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by MedStar of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

9. **Shortages and Back Orders.** Vendor shall notify MedStar of shortages of Products as soon as Vendor becomes aware of the issue. If Vendor cannot remedy a shortage in a timely manner, MedStar reserves the right to purchase the Products from other vendors.
10. **Not for Resale.** MedStar represents that all purchases under this Agreement are for use by MedStar or within the MedStar system of First Responders and will not be sold or distributed to any other third-party without the consent of Vendor
11. **Other Terms.** Neither party will be bound by any terms or conditions written or printed by the other on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into this Agreement or a duly executed amendment thereto as outlined within clause 33 of the Agreement.
12. **Used or Reconditioned Product.** Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this Agreement shall be new (not used or reconditioned), and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this Agreement the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, Vendor shall notify the Support Services Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to MedStar if authorization to use supplies or components is granted.
13. **Manufacturer Notices and Training Materials.** Vendor shall supply manufacturer's training materials for use of the Products. Vendor shall also immediately provide MedStar with all notices Vendor receives (recalls, safety warnings, etc.) from manufacturers of products sold under this Agreement.
14. **Service Contact.** Vendor shall designate a representative familiar with EMS and prehospital supply requirements who is available to address on-going and emergency concerns in a timely manner.
15. **Assignment.** This Agreement may not be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns.
16. **Independent Contractors.** None of the provisions of this Agreement are intended to create and none shall be deemed or construed to create any relationship between the parties other than that of independent contractors. Neither Provider nor its employees shall be considered the employee of MedStar. This Agreement shall not create the relationship of employer-employee, partnership, or joint venture. Neither party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.
17. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law's provisions and the venue of any litigation arising from this Agreement shall be in the District Courts of Tarrant County, Texas or the United States District Courts of the Northern District of Texas located in Fort Worth, Texas. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.
18. **Taxes.** Vendor recognizes that MedStar qualifies as a tax-exempt governmental agency pursuant to Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.
19. **Warranties.** The Products carry warranties provided by their manufacturers. VENDOR OFFERS NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VENDOR'S SOLE OBLIGATION AND MEDSTAR'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY

SHALL BE, AT VENDOR'S OPTION, TO REPLACE THE PRODUCT OR REFUND PAYMENTS RECEIVED FOR THE PRODUCT. Notwithstanding the foregoing, nothing in this Agreement relieves Vendor from any obligation it may have under the Service Agreement.

20. **Indemnification.** To the extent permitted by law, and without waiving any immunities or defenses otherwise available against third parties, each party agrees to indemnify, defend and hold the other party, and the other party's officers, employees and agents, harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the party's breach of this Agreement, or which relate to any act or omission undertaken or caused by the indemnifying party. The foregoing indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services. The indemnifying party will have the right, but not the obligation, to control the intake, defense, and disposition of any claim or cause of action for which indemnity may be sought under this section. No claim for which indemnity is sought by a party will be settled without that party's prior written consent, which shall not be unreasonably delayed or withheld. An indemnifying party's liability obligation shall be reduced to the extent that a claim is caused by, or the result of, the indemnified party's own willful or intentional misconduct, or negligence or gross negligence.
21. **Force Majeure.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
22. **Alternative Dispute Resolution.** If the parties are unable to resolve a dispute informally, the dispute will be settled by final and binding arbitration using applicable rules of the American Arbitration Association; however, the Parties may agree to use another arbitration service. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs. No party may submit a dispute to arbitration without first giving the other party the opportunity to engage in formal mediation.
23. **Severability.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law.
24. **Compliance with Law.** MedStar and Vendor and their employees shall perform under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations, all applicable rules and regulations set by the State of Texas. Both parties shall comply with all laws, rules, and regulations applicable to this Agreement, including but not limited to all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4. The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
25. **Notices.** All notices required to be provided hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by nationally recognized courier service or facsimile to the parties at the addresses or facsimile numbers set forth above. All such notices (i) if delivered personally or by nationally recognized courier service to the address as provided in this Section, shall be deemed given upon delivery, or (ii) if delivered by facsimile transmission to the facsimile number

as provided in this Section, shall be deemed given upon receipt providing a copy of such notice is also immediately delivered personally or by overnight delivery service. Any party, from time to time, may change its address, facsimile number or other contact information required for notices by sending a change of address notice or other contact information using this notice procedure.

- 26. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
- 27. **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- 28. **Confidentiality.** Each party agrees to keep the other party's proprietary information, including all information relating to any of the products or services required under this Agreement, confidential and not to use such proprietary information except as necessary to perform under this Agreement. Upon expiration or termination of this Agreement, each party will return to the other party its respective proprietary information. Without limiting what is MedStar's confidential information, all information relating to patients and employees of MedStar is confidential.
- 29. **Amendment.** Except for monthly amendments to Exhibit A, no amendment or modification of this Agreement will be valid or binding upon the parties unless such amendment or modification is in writing and executed by a duly authorized representative of each party.
- 30. **Entire Agreement.** This Agreement, including Exhibits A and B, as it may be amended from time to time, constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary heretofore made.
- 31. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one and the same instrument for all purposes.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on its behalf by its duly authorized representative as set forth below.

MEDSTAR:

By: _____

Name: Douglas R. Hooten

Title: Chief Executive Officer

Date: _____

VENDOR:

By: _____

Name: _____

Title: _____

Date: _____

PURCHASE AGREEMENT

EXHIBIT 1

Products and Pricing

QUANTITY	ITEM	MAKE AND MODEL	UNIT PRICE
1	Adult Multipurpose Advanced Human Patient Simulator		
1	Pediatric Multipurpose Advanced Human Patient Simulator		
1	Infant Multipurpose Advanced Human Patient Simulator		
1	Three Year SERVICE AGREEMENT	xxxxxx	
		TOTAL	

VENDOR:

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

MEDSTAR:

By: _____

Name: Douglas R. Hooten

Title: Chief Executive Officer

Date: _____

PURCHASE AGREEMENT
EXHIBIT 2
Service Agreement

Appendix - Proposal Forms

RFP 2020-002

The Appendix contains various forms that should be prepared and submitted along with the Vendor's Response. The intent of providing such forms is to ensure comparability between proposals. Included in the Appendix are the following forms:

- Binding Response Form (Use as cover Sheet for Proposal)
- Vendor Information
- Client Reference Form
- Cost Proposal Form

BINDING RESPONSE FORM
RFP 2020-002

Attach as Cover Page to Technical Proposal and to Cost Proposal

RFP Title: Human Patient Simulators

RFP ID no. 2020-002

VENDOR NAME: _____

DATE OF SUBMISSION: _____

On behalf of the above named Vendor, I hereby submit the attached Response to RFP no. 2020-____ issued by the Metropolitan Area EMS Authority (MedStar Mobile Healthcare). I certify that I am authorized to bind the Vendor to the terms of the attached Response (Technical Proposal) and the terms of the Cost Proposal which is being submitted separately to MedStar Mobile Healthcare. The Response, including the Cost Proposal, shall be binding on the Vendor for no less than 120 days from the deadline for submission. I understand that this Response may not be withdrawn after the deadline for submission. On behalf of the Vendor, I agree that any inaccuracies or errors in the Response or Cost Proposal are the sole responsibility of the Vendor and will be binding on the Vendor, notwithstanding the inaccuracies or errors.

I further certify that Vendor has not prepared this Proposal in collusion with any other Vendor, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not submit a Proposal thereon.

AUTHORIZED SIGNATURE:

By: _____

Title: _____

VENDOR CONTACT INFORMATION
RFP 2020-002

Name of Business:	
Principal Contact Person:	
Address 1:	
Address 2:	
Address 3:	
Telephone:	
E-mail:	
Name of Individual Project Manager:	
Telephone:	
E-mail:	
Location of Project Office:	

CLIENT REFERENCE FORM

RFP 2020-002

Provide a list and profile of at least three EMS agencies currently using the proposed devices. The profile must include the date the device was first introduced to the EMS system, the number of devices in use, the mechanism by which data is captured and collected, and the primary contact information for the System Administrators. The contact information includes System name and address, contact person's name, contact phone numbers and contact email address, if available.

Use this format for each customer:

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	()
E-mail address	

1. Describe the products/system that this customer uses:
2. When were the devices first put into service by the customer?

COST PROPOSAL FORM
RFP 2020-002

Vendor Name: _____

PRICING

QUANTITY	ITEM	MAKE AND MODEL	UNIT PRICE
1	Adult Multipurpose Advanced Human Patient Simulator		
1	Pediatric Multipurpose Advanced Human Patient Simulator		
1	Infant Multipurpose Advanced Human Patient Simulator		
1	Three Year SERVICE AGREEMENT	xxxxxx	
		TOTAL	

Vendor shall make the same Products (one or all) available to any First Responder Organization within the MedStar system at the same prices for six months.

Vendor Name _____

Authorized Signature: _____

Contact Name (please print): _____

Title: _____

Telephone: _____

Email address: _____