

ADDENDUM NUMBER 1

DATED: JUNE 8, 2017

**TO SPECIFICATIONS FOR
REQUEST FOR PROPOSAL #31011
FOR
ACUTE DIALYSIS SERVICES
DATED: MAY 22, 2017**

The above entitled specifications are hereby modified as follows and except as set forth herein otherwise remain unchanged and in full force and effect.

RETURN DATE EXTENSION:

The RFP response return date is hereby extended to **Friday, June 16, 2017 at 3:00 pm, CST**. Responses received after this time/date will not be accepted.

SUPPLIER QUESTIONS AND RESPONSES:

1. For pediatric patients, what is the range and average age/weight of the patient population?
RESPONSE: Birth to age 18. Peritoneal to include neonates. Hemodialysis lower limit would be 1 month of age and 5 kg.
2. Do you require on call services for CRRT?
RESPONSE: Yes
3. Is it required to provide photopheresis?
RESPONSE: Yes
4. Can dialysis technicians and/or certified hemodialysis technicians (CCHT's) under the supervision of an RN be used in a multi-treatment room?
RESPONSE: No
5. Are dialysis services currently provided at the Ellis Fischel Cancer Center, Missouri Orthopedic Institute, and Missouri Center for Outpatient Surgery? If yes, is that included in the treatment volume data reported in Appendix A?
RESPONSE: Ellis Fischel Cancer Center – yes, and included in treatment volume data. Missouri Orthopedic Institute – no. Missouri Center for Outpatient Surgery – no.
6. Section A3 in General Terms and Conditions—if the selected supplier is a non-profit entity; can the agreement reflect that taxes are paid to the extent required by law?
RESPONSE: In most circumstances, University of Missouri Health Care does not agree to modifications to our Terms and Conditions. However, there are unique instances when changes are appropriate for consideration and will be reviewed for acceptance. Please include any requested language modifications in the RFP response. If the respondent is selected to be the contractor, those modification requests will be negotiated and then presented to MUHC's general counsel for review and acceptance.
7. Section A7 in General Terms and Conditions discusses Supplier Diversity Participation. How many "points" are assigned for this criteria in the RFP evaluation?
RESPONSE: University of Missouri Health Care cannot share the assignment of points in relation to each criteria with potential respondents. We just ask that respondents answer all our proposed

questions and provide as much pertinent information as possible, so the evaluation team can make the best decision for our health system.

8. To meet the requirements of Section A8, General Terms and Conditions, are respondents required to submit a small business contracting plan? If yes, submit to the University or another agency? Also, if yes, when is this plan due (i.e. before or after RFP award), and what must be included in this plan?

RESPONSE: A small business contracting plan is not required to be submitted with the RFP response.

9. Section IV of Detailed Specifications and Special Conditions discusses Financial Disclosure requirements. What specific information do you need regarding any agreements that may be in place between the respondent and MUHC faculty and staff?

RESPONSE: Provide as much information as allowable by law.

10. Section XI of Detailed Specifications and Special Conditions—will the University agree that the Indemnification provision be mutual?

RESPONSE: In most circumstances, University of Missouri Health Care does not agree to modifications to our Terms and Conditions. However, there are unique instances when changes are appropriate for consideration and will be reviewed for acceptance. Please include any requested language modifications in the RFP response. If the respondent is selected to be the contractor, those modification requests will be negotiated and then presented to MUHC's general counsel for review and acceptance.

11. Due to the significant investment in human and capital resources required to undertake responsibility for services at the University (and potential other locations), would the University be open to 30 day termination in the event of non-funding or breach (as opposed to convenience or no cause)?

RESPONSE: In most circumstances, University of Missouri Health Care does not agree to modifications to our Terms and Conditions. However, there are unique instances when changes are appropriate for consideration and will be reviewed for acceptance. Please include any requested language modifications in the RFP response. If the respondent is selected to be the contractor, those modification requests will be negotiated and then presented to MUHC's general counsel for review and acceptance.

12. Is there a multi-treatment dialysis area at any location other than University Hospital?

RESPONSE: No

13. Would MUHC desire that the centralized water system at University Hospital be replaced by the contractor? If not, would MUHC desire that contractor services include preventive and non-preventive maintenance for the hospital-owned centralized water system?

RESPONSE: Not necessary to replace; MUHC desires the contractor to purchase the dialysis specific capital equipment and that preventative and non-preventative maintenance and monitoring is provided by contractor.

14. RFP states that Appendix A includes a capital equipment list, but no list is provided in Appendix A. Please provide.

RESPONSE: Appendix A has been modified to also include the capital equipment list along with the treatment volume data. See updated Appendix A enclosed.

15. Section XVI of Detailed Specifications and Special Conditions, #4b references University's desire to no longer own dialysis specific equipment. Does this also include University's equipment for CRRT and photopheresis?

RESPONSE: Yes. See modified Appendix A enclosed.

16. Is it the University's desire to sell the current dialysis equipment to the awarded supplier? If yes, would this

meet the requirement noted in General Terms and Conditions Section B2? Also, if yes, please provide serial numbers, date of purchase, hours of service (dialysis machines) and any other information necessary to determine fair market value for equipment to be sold. If this is not the University's intent, our proposal will include purchase of all new dialysis, portable RO, CRRT, and photopheresis equipment.

RESPONSE: Yes, MUHC intends to sell the awarded supplier all current dialysis specific equipment at fair market value, as agreed upon by both parties. This does meet the requirement of Section B2, as we have otherwise specifically stated our desire for the awarded supplier to purchase our existing equipment. Please see modified Appendix A, which now includes the equipment specifics provided by our Clinical Engineering manager. The awarded supplier shall provide all preventative and non-preventative maintenance, and purchase new equipment as necessary throughout the term of the contract to maintain the dialysis program.

17. Our typical service model includes provision of dialysis specific supplies and equipment. Non-dialysis supplies and/or general medical surgical supplies and equipment required for the provision of services are typically provided by the hospital. Is this acceptable to the University?

RESPONSE: Yes

18. Please advise of any University specific on-boarding requirements or mandatory education requirements for awarded vendor staff that are in addition to the background, drug screening, health screening and skill requirements listed in the RFP? Please provide number of hours per year if applicable.

RESPONSE: The awarded supplier staff members will have to complete our annual mandatory modules online, as they will be courtesy appointed staff. MUHC will work with the awarded supplier and HR to ensure mandatory annual requirements are met each year. The time commitment is minimal for these modules.

19. Please provide current salary and benefit information for the five vested staff members referenced in Section XV, #2 of Detailed Specifications and Requirements, which shall stay MUHC employees for the first two years. Please also include salary requirements of three non-vested employees who may consider employment by awarded supplier.

RESPONSE: MUHC can provide this information upon receipt of our executed non-disclosure agreement. The non-disclosure agreement is enclosed herein. Please email the executed version to Laura Roth at rothle@health.missouri.edu and the information will be provided.

20. Is there a specific proposal format that should be used for the pricing proposal?

RESPONSE: No, we just ask the respondents to use "Volume 2 – FINANCIALS section a. as the guide.

Volume 2 – FINANCIALS

a. Financials (to be submitted separately as Volume II)

Provide a detailed and itemized proposal that clearly presents all costs associated with your company's proposed acute dialysis services program. Please reference Appendix A (most recent acute dialysis data) to understand our volumes. The University has to be able to use this pricing proposal to determine a very solid cost estimate on future annual spend for these acute dialysis outsourced services. If possible, please provide a sample services agreement that clearly outlines all the associated costs to be incurred by the University.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Laura E. Roth, CPPB
Strategic Sourcing Specialist
University of Missouri System Supply Chain

APPENDIX A

Calendar Year 2016 dialysis treatment volume totals are as follows:	
Adult: Bedside Hemodialysis	131
Adult: Multi-Pt Hemodialysis	1,832
Adult: SLED Treatments	532
Adult: CAPD / CCPD Combined	596
Adult: CRRT Treatments	419
Pediatric: Hemodialysis 1:1	99
Pediatric: CCPD	25
Pediatric: CRRT/SHIFT/SLED	-
Specialty: Photopheresis	64
Specialty: Sodium Thiosulfate	-
Total Patient Treatments (2016)	3,698

APPENDIX A (CONTINUED)

CAPITAL EQUIPMENT LIST

Description	Model #	Model Name	Manufacturer Name	Serial #	Installation Date
Peritoneal Dialysis Units	HOME CHOICE PRO	HOME CHOICE PRO	BAXTER HEALTHCARE CORP	62044	2/22/11
Hemodialysis Units	2008K2	2008K Version 2	FRESENIUS MEDICAL CARE	1KOS167237	5/5/11
Hemodialysis Units	2008K2	2008K Version 2	FRESENIUS MEDICAL CARE	1KOS167179	5/5/11
Reverse Osmosis	MILLENIUM RO	MILLENIUM RO	GE OSMONICS DIV GE WATER	1289057	5/27/11
Reverse Osmosis	MILLENIUM RO	MILLENIUM RO	GE OSMONICS DIV GE WATER	1289073	5/27/11
Reverse Osmosis	MILLENIUM RO	MILLENIUM RO	GE OSMONICS DIV GE WATER	1263507	4/28/10
Hemodialysis Units	2008K	2008K Version 1 (Quarterly)	FRESENIUS MEDICAL CARE	1KOS-1078	5/7/01
Hemodialysis Units	2008K	2008K Version 1	FRESENIUS MEDICAL CARE	3KOS-F804	10/7/03
Reverse Osmosis	MILLENIUM RO	MILLENIUM RO	GE OSMONICS DIV GE WATER	81686	9/28/05
Hemodialysis Units	2008K2	2008K Version 2	FRESENIUS MEDICAL CARE	9KOS-147022	12/2/09
Hemodialysis Units	2008K	2008K Version 1	FRESENIUS MEDICAL CARE	1KOS-1378	5/7/01
Hemodialysis Units	2008K	2008K Version 1	FRESENIUS MEDICAL CARE	3KOS-F794	10/7/03
Hemodialysis Units	2008K	2008K Version 1	FRESENIUS MEDICAL CARE	8KOS-117465	3/12/08
Reverse Osmosis	MILLENIUM RO	MILLENIUM RO	GE OSMONICS DIV GE WATER	1263542	12/22/09
Reverse Osmosis	MILLENIUM RO	MILLENIUM RO	GE OSMONICS DIV GE WATER	81154	9/28/05
Peritoneal Dialysis Units	HOME CHOICE PRO	HOME CHOICE PRO	BAXTER HEALTHCARE CORP	66798	6/29/05
Peritoneal Dialysis Units	HOME CHOICE PRO	HOME CHOICE PRO	BAXTER HEALTHCARE CORP	64752	1/23/03
Peritoneal Dialysis Units	HOME CHOICE PRO	HOME CHOICE PRO	BAXTER HEALTHCARE CORP	66877	6/29/05

Hemodialysis Units	2008K2	2008K Version 2	FRESENIUS MEDICAL CARE	9KOS145504	12/2/09
Hemodialysis Units	2008K	2008K Version 1	FRESENIUS MEDICAL CARE	5KOS-W540	8/15/05
Hemodialysis Units	2008K2	2008K Version 2	FRESENIUS MEDICAL CARE	1KOS167192	5/5/11
Hemodialysis Units	113081	Prismaflex	GAMBRO AMERICAS (BAXTER)	PA12824	3/9/15
Hemodialysis Units	113081	Prismaflex	GAMBRO AMERICAS (BAXTER)	PA12797	3/9/15
Hemodialysis Units	2008T	2008T	FRESENIUS MEDICAL CARE	4TOS128364	7/2/14
Hemodialysis Units	2008T	2008T	FRESENIUS MEDICAL CARE	4TOS128322	7/2/14
Hemodialysis Units	2008T	2008T	FRESENIUS MEDICAL CARE	4TOS128379	7/2/14
Reverse Osmosis	RO, WRO 300 H, 115V	RO	MAR COR PURIFICATION	1320105	7/28/14
Reverse Osmosis	RO, WRO 300 H, 115V	RO	MAR COR PURIFICATION	1320103	7/28/14
Hemodialysis Units	113081	Prismaflex	GAMBRO AMERICAS (BAXTER)	PA12808	11/12/14
Reverse Osmosis	RO, WRO 300 H, 115V	RO	MAR COR PURIFICATION	1328452	4/17/15
Reverse Osmosis	RO, WRO 300 H, 115V	RO	MAR COR PURIFICATION	1328453	4/17/15
Reverse Osmosis	RO, WRO 300 H, 115V	RO	MAR COR PURIFICATION	T1692	4/17/15
Reverse Osmosis	RO, WRO 300 H, 115V	RO	MAR COR PURIFICATION	1328456	4/17/15
Peritoneal Dialysis Units	HOME CHOICE PRO	HOME CHOICE PRO	BAXTER HEALTHCARE CORP	64712	1/23/03
Hemodialysis Units	2008T	2008T	FRESENIUS MEDICAL CARE	5TOS147963	12/30/15
Hemodialysis Units	2008T	2008T	FRESENIUS MEDICAL CARE	5TOS148183	12/30/15
Hemodialysis Units	2008T	2008T	FRESENIUS MEDICAL CARE	5TOS148192	12/30/15
Hemodialysis Units	2008T	2008T	FRESENIUS MEDICAL CARE	5TOS148384	12/30/15
Photopheresis	UVAR XTS SYSTEM		THERAKOS INC	40174	1/19/12

**ONE-WAY NON-DISCLOSURE AGREEMENT
(University Discloses Confidential Information)**

THIS AGREEMENT is made this _____, the “EFFECTIVE DATE”), by and between The Curators of the University of Missouri on behalf of University of Missouri Health Care, a public corporation of the State of Missouri having a principal office at One Hospital Drive, Columbia, Missouri 65212, hereinafter referred to as “UNIVERSITY” and “_____” having a principal office at _____, hereinafter referred to as “RECIPIENT”.

WHEREAS, UNIVERSITY is the owner of certain proprietary information with all rights, title and interest vested therein and has the authority to disclose said information related to Employee Salary and Benefits Data (hereinafter referred to as “SUBJECT MATTER”); and

WHEREAS, UNIVERSITY is willing to disclose INFORMATION (as hereinafter defined) to RECIPIENT; and

WHEREAS, RECIPIENT desires to receive such INFORMATION solely for the purposes of responding to RFP #31011 – Acute Dialysis Services and potentially entering into contract for said services (hereinafter referred to as “PURPOSE”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Definition.** For purposes of this Agreement the term "INFORMATION" means any information relating directly or indirectly to the SUBJECT MATTER not generally known to the public provided to RECIPIENT by UNIVERSITY. INFORMATION may be conveyed in written, graphic, oral, physical or electronic form. INFORMATION also includes the fact that RECIPIENT is working with UNIVERSITY for the PURPOSE identified above. Consistent with the definition set forth above, INFORMATION includes, but without limitation, data, research, technology, biological materials, samples, discoveries, inventions, techniques, formulae, products, processes, procedures, know-how, models, visual or audio recordings, drawings designs, software, algorithms, tools, methods, non-published patent applications, trade secrets, technical and non-technical materials and specifications, and other results and outcomes which UNIVERSITY has delivered to RECIPIENT pursuant to this Agreement and which will be identified as “Confidential” or with an equivalent legend.

2. **Confidentiality.** RECIPIENT, its subsidiaries and affiliates, agree to maintain in confidence the INFORMATION with the same degree of care it holds its own confidential and proprietary information, but with not less than a reasonable degree of care. RECIPIENT will disclose the INFORMATION only to its officers and employees directly concerned with the evaluation of the INFORMATION and UNIVERSITY will not disclose the INFORMATION to any third party nor will RECIPIENT use the INFORMATION for any other purpose. For purposes of this paragraph “subsidiaries and affiliates” means any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with, RECIPIENT.

3. **Use Limitations.** In connection with its evaluation hereunder, RECIPIENT agrees to use INFORMATION only for the PURPOSE identified above and its evaluation and to keep confidential the results of any such evaluation or other tests that may be conducted on the INFORMATION. Specifically, but without limitation, RECIPIENT will not (i) use any of the INFORMATION for any commercial purpose or development of any products or technology; (ii) use or attempt to practice any invention arising from or disclosed in the INFORMATION or any part thereof without first entering into an agreement with DISCLOSER permitting such use or practice; or (iii) refer to or incorporate any part of the INFORMATION or any patent or patent application claiming the INFORMATION in RECIPIENT's own patent prosecution. At the conclusion of its evaluation, or at UNIVERSITY's request, RECIPIENT will discontinue the use of the INFORMATION and will return or destroy, at UNIVERSITY's sole option, any portion of the INFORMATION, except that RECIPIENT may retain one (1) copy of the INFORMATION in a secure location solely for the purpose of ascertaining its obligations under this Agreement.

4. **Exceptions.** The preceding obligations of RECIPIENT of non-disclosure and the limitation upon the right to use the INFORMATION (including test results) will not apply to the extent that RECIPIENT can demonstrate that the INFORMATION is: (a) in the possession or control of RECIPIENT prior to the time of disclosure hereunder as evidenced by its written records, or (b) at the time of disclosure or thereafter becomes public knowledge through no fault or omission of RECIPIENT, or (c) lawfully obtained by RECIPIENT from a third party which has an independent right to the INFORMATION, or (d) is independently developed by RECIPIENT, as evidenced by its written records, without reference to UNIVERSITY's confidential INFORMATION, or (e) is required by law to be disclosed.

5. **Proprietary Rights.** Subject to the provisions of paragraph 4 hereof, all proprietary rights (including, but without limitation, patents, copyrights, and trade secrets) in and to the INFORMATION will remain UNIVERSITY property.

6. **No Further Obligations.** The INFORMATION being disclosed to RECIPIENT pursuant to this Agreement is with the express understanding that neither RECIPIENT nor UNIVERSITY will be obligated to enter into any further agreement relating to the INFORMATION and nothing in this Agreement will be construed as granting any license to RECIPIENT relating thereto.

7. **Termination of Obligations.** All obligations of RECIPIENT under this Agreement will terminate five (5) years from the date of disclosure of INFORMATION by UNIVERSITY to RECIPIENT.

8. **Termination of Agreement.** Either party may terminate this Agreement, at its discretion, upon thirty (30) days' written notice to the other party; provided, however, RECIPIENT's obligations of confidentiality and limitations of use under this Agreement will survive termination.

9. **Entire Understanding.** This Agreement sets forth the entire agreement among the

parties as to the subject matter hereof, and none of the terms of this Agreement will be amended or modified except in writing signed by the parties.

10. **Choice of Law.** This Agreement will be construed and enforced under the laws of the State of Missouri, excluding its conflict of law rules.

11. **Method of Execution.** This Agreement may be executed by facsimile, which will be deemed an original. Alternatively, this Agreement may be executed in several counterparts, all of which taken together will constitute the entire agreement among the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the EFFECTIVE DATE by representatives authorized to make such commitments on behalf of their institutions.

RECIPIENT

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:
Title:
Date:

By: Tony Hall
Title Assistant VP & Chief Procurement Officer
Date: