

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
HIP AND KNEE IMPLANTS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MU HEALTH CARE
RFP # 31078
DUE DATE: JULY 22, 2019
TIME: 3:00 PM, CDT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Kristen Meade
Director of Supply Chain
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

Dated: July 08, 2019

RFP # 31078

HIP AND KNEE IMPLANTS

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of **HIP AND KNEE IMPLANTS, RFP #31078** which will be received by the undersigned at UM Supply Chain, until **July 22, 2019 at 3:00 PM CDT**. Proposals should be hand delivered or sent to the address indicated on the cover page of this RFP. **The University assumes no responsibility for any supplier's on-time receipt at the designated location for proposal opening. Responses must be received by the stated deadline. No exceptions will be granted. If responses are received after the stated due date and time, they will be considered late and will not be reviewed.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umssystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Kristen Meade
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
meadek@health.missouri.edu*

All questions regarding the RFP must be received no later than 5:00 p.m. CDT on July 11, 2019.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
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Director of Supply Chain
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**UNIVERSITY OF MISSOURI
REQUEST FOR PROPOSAL (RFP)
GENERAL TERMS AND CONDITIONS
&
INSTRUCTIONS TO RESPONDENTS**

A. General Terms and Conditions

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. As long as quality is equal, preference by a differential not to exceed 5% shall be given. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency. A list of certifying agencies can be found at: <https://www.umsystem.edu/ums/fa/procurement/sdsbd/what-is-supplier-diversity>. The definition of what counts as a diverse supplier for the University of Missouri System is:

- MBE (Minority Owned Business Enterprise)
 - African American
 - Asian American
 - Pacific Asian American
 - Subcontinent Asian American
 - Hispanic American
 - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers may be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars – those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars – based on a percentage of revenue the University represents to the supplier. An example is as follows:

- 1) Supplier's Total Revenues: \$10,000,000
- 2) Revenues from University \$: \$ 4,000,000
- 3) University % of Total Revenues: 40% (#2 divided by #1)
- 4) Total MBE Dollars \$: \$ 150,000
- 5) Total WBE Dollars \$: \$ 150,000
- 6) Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)

- 7) Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
- 8) Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
- 9) University % Attributable Revenue: 3% (#8 divided by #2)

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the contractor/supplier from participating in future contracts.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative

Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

14. **Vendor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

B. Instructions to Respondents

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Request for Proposal's risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: Request for Proposal #31078 for Hip and Knee Implants, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kristen Meade.

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

- 3. Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Chief Procurement Officer-UM System Supply Chain shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work (if applicable) Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do

not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
12. **Cooperative Purchasing:** The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for use by the locations indicated in the Scope of the RFP. MU Health Care has various affiliates and is also a member of a collaborative called Health Network of Missouri, which includes five other member hospitals: Bothwell Regional Health Center, Capital Regional Medical Center, Hannibal Regional Healthcare System, Lake Regional Health System and Compass Health Network.

MU Health Care seeks to make the pricing of this contract available to MUHC's affiliates and Health Network of Missouri members. Unless specifically included in the scope of the request for response, extending pricing to any or all of the affiliates and/or Health Network of Missouri members is highly desired, however it is at the discretion of the awarded supplier and shall not be considered in the award of this RFP. Respondents shall further understand and agree that participation by affiliates and/or Health Network of Missouri members is discretionary on the part of these institutions, and MU Health Care bears no financial responsibility for any payments due to awarded supplier by such entities, nor will MU Health Care be responsible for contract administration for other organizations.

13. Safety, Performance and Maintenance Requirements for Patient Care Devices:

Applicability: These requirements shall apply to all patient care devices and other powered equipment used in the vicinity of patients. Unless specifically excluded in other sections of this Pricing Agreement, all requirements stated below are to be considered applicable to all items requested in this Pricing Agreement.

Codes and Regulations: All devices intended for patient care should be manufactured in accordance with the Good Manufacturing Process for Medical Devices as specified in the Code of Federal Regulations CFR.21. The device should meet or exceed all applicable Federal, State and Local codes, regulations, and standards.

Acceptance Testing and Warranty Periods: The Warranty period shall begin upon successful completion of acceptance tests, post device installation. The name, address and phone number of the device manufacturer's service agent who will perform warranty service must be supplied as part of the bid response or order.

Labeling: All markings, labelings, documentation, audio and video training aids will be in English. Color codes, symbols, layout, etc. should be consistent with customs and practices commonly used in the United States of America or as specified in the Good Manufacturing Practices (GMP).

Training Aids for Users of this Device: One written Operators Manual is to be supplied for each device requested. One additional copy of the Operators Manual is requested for Clinical Engineering Technicians. The contents of these manuals should identify the intended audience/user of that device. The Operators Manual should instruct the user in the operation of the device within the scope of its intended uses.

Training Aids for Service Technicians: One set of complete Service Manuals, including parts list and schematics for all assemblies and subassemblies, is required to be supplied at the time of the device installation at UMHC. The contents should be equal to those supplied to the manufacturer's own service staff and be sufficient to allow UMHC Clinical Engineering Technicians to enact repairs and perform periodic performance assessment and replacement of any component of the system. Special tool or test equipment (other than ordinary equipment found in a Clinical Engineering Department) must be identified within your bid response.

Media Formats: If not specified elsewhere, additional training aids may include VHS or S-VHS format Video Tapes, Stereo Cassette Audio Tapes, Computer Assisted Training Software on CD-ROM or DVD in Windows 95/98 compatible formats OR On-Line WEB.

Electrical Power Requirements: UMHC is wired to normally supply 120 VAC at 60Hz, single phased, with 20 Amp circuits. Circuits requiring 208/480 VAC three phase are available but may require additional wiring to be installed in some locations. For other power requirements, it is the responsibility of the purchase order recipient to configure their equipment to conform with, or to supply necessary components to interface with, UMHC capabilities (unless negotiated elsewhere in the agreement). Devices should be designed to be operational and not be damaged under conditions of transfer from normal electrical feed to emergency backup power.

Power Cords: All Power cords shall be three conductor Hot/Neutral/Ground with the ground conductor dedicated as a redundant safety conductor. Conductors should be gauged appropriately to the rated load of the device as specified in NFPA 99 (1993).

Replacement Parts: All parts identified in the Service Manuals and Parts List will be made available for sale to UMHC as required for the repair of these devices by UMHC technicians. The fees charged shall be ordinary and comparable to similar markets. These parts should be available for at least a period of five years post acceptance of the device or post discontinuance of manufacturing of the device whichever is the later date. The device supplier should maintain sufficient stocks of repair parts, and the ability to expedite overnight delivery on request. The name, address, and phone number of the device manufacturer's service and parts department must be included in the bid response or order.

Safety Approval for Computers: All system units and monitors must be UL listed or approved by an equivalent testing laboratory. UL listing implies, and the University requires, that the monitor and system unit bear the UL logo on the outside of the system unit and monitor. Alternatively, system units and monitors must bear the symbol or trademark of the equivalent testing laboratory. A testing laboratory will be equivalent if it is a registered Nationally Recognized Testing Laboratory (NRTL), which has been certified for the examination and inspection of computers, data processing equipment and CRT displays. Bidders using UL Approval will be required to provide their equipment's UL File Number for verification. Bidders using an approval laboratory other than UL will be required to provide supporting documentation on their system's approval.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of MU Health Care (hereinafter referred to as "MUHC") with qualified suppliers to provide the products specified in this request for proposal for hip and knee implants as described herein.

2. SCOPE

MUHC is seeking proposals from suppliers of hip and knee implant products who meet the requirements and specifications of this RFP. The intent of this RFP is to allow MUHC to continue to provide high quality implants and best in class outcomes to our patients. This RFP allows for continued program development that adds value, while responding to the challenges MUHC faces in the health care market today and in the future.

MUHC is asking for pricing proposals by components (not constructs) specified in this RFP based on market share volumes of 30%, 40%, 50%, 60% and 70% for hips and knees combined. The market share proposals must meet or be better than the capped component pricing specified in this RFP. MUHC intends to award market share agreements to two (2) suppliers who meet the specified requirements and provide the best overall value to MUHC. The percent of market share awarded to each vendor will be determined solely by MUHC as deemed to be in the best interests of MUHC. Custom anatomy implants will fall outside the market share volumes.

If the need should arise, as determined solely by MUHC, for MUHC to purchase implants outside the market share proposals from any supplier, MUHC has established capped component pricing for the hip and knee implants. These components are the only acceptable categories, and supplier pricing must fall within these established categories. Each category has a capped price assigned to it, which is the maximum cost MUHC is willing to pay for primary procedures. For revision procedures, a capped amount has been specified based on a set percent off the 2019 published list price.

Products may be utilized at the following MUHC Surgical Service locations:
University Hospital, One Hospital Drive, Columbia, MO 65212
Missouri Orthopedic Institute, 1100 Virginia Avenue, Columbia, MO 65212
Women's and Children's Hospital, 404 Keene Street, Columbia MO 65201
Missouri Center for Outpatient Surgery, 404 Keene Street, Columbia, MO 65201

Capital Region Medical Center, located at 1125 Madison Street, Jefferson City, MO 65101 intends on utilizing this contract for, at a minimum, the capped component pricing for

primary procedures and the set percent off list price for revision procedures. CRMC reserves the right to decide to utilize the awarded market share agreements upon award.

3. WARRANTY PERIOD

The respondent shall provide a complete description of any and all warranties, including the period, offered as part of the proposal.

4. CONTRACT PERIOD

The contract period shall be effective from the date of award for two years, with the option by MUHC to renew for two additional one-year terms.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

5. PAYMENT TERMS AND CONDITIONS

Pricing will remain firm for the initial two-year term, as well as any subsequent renewal periods.

Product orders will require a valid MUHC purchase order number to be considered for payment. Suppliers using consigned implants will provide a bill-only order within 24 hours of surgery. Only one invoice may be submitted per patient.

Invoices must include the following data in order to receive payment: Products used or returned for credit; product numbers; component category; quantity used; awarded market share price/MUHC capitated component price/established revision price.

Invoices for payment should be sent to the MUHC Accounts Payable Department, One Hospital Drive, DC001.00, Columbia, MO 65212.

Payment in full will be made within thirty (30) days after receiving invoices for good/services rendered as meeting all performance specifications. The University reserves the right to withhold a portion of the payment until the services have been completed. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the

date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University reserves the right to withhold payment for services if/when the contractor's products/services fail to meet functional, performance or availability expectations as documented and agreed to in the contract.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solutions that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 10 as opposed to the standard Net 30 terms.

6. INSTRUCTIONS FOR PROPOSAL RESPONSE

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If "no response" or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Proposals must be submitted in the number and manner as specified below:

Proposals are to be submitted with one (1) original, one (1) copy and one (1) electronic copy via flash drive (not password protected).

Respondent must complete and return the MUHC Proposal Form with the response. Supplier quote sheets alone are not acceptable forms of response and could cause rejection of response. Respondent must also include price files, as indicated on the proposal form.

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

Confidentiality of Information:

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

7. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

Respondents must agree to the MUHC stated capped component pricing. In addition, respondents must provide component pricing based on the market share volumes requested.

MUHC intends to award market share agreements to two (2) suppliers who meet the specified requirements and provide the best overall value to MUHC. The percent of market share awarded to each vendor will be determined solely by MUHC as deemed to be in the best interests of MUHC.

8. INSURANCE REQUIREMENTS

Supplier agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Supplier is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Supplier under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Insurance, including but not limited to blanket contractual liability coverage, products and completed operations, premises-operations, and independent contractors coverage, for bodily injury including death, personal injury and property damage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate with the Curators of the University of Missouri as additional insured.

Auto Liability (if driving on premise): At least \$1,000,000 CSL.

Data Breach and Errors & Omissions Coverage: \$1,000,000 (if setting up hardware or running of software or in room with patient).

Professional Liability: \$2,000,000 per occurrence/\$5,000,000 annual aggregate for scope of service of “recommending use” if not included in the product liability coverage above.

Workers’ Compensation: Insurance with statutory limits or a State Certificate of self-insurance; Employers’ Liability not less than \$1,000,000.

Contract Language:

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the supplier and the University. Supplier/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification:

The Supplier agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Supplier’s operations. The supplier agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Supplier or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Supplier fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance require by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Supplier and/or their employees and/or their subcontractors in the performance of this contract.

9. NEW TECHNOLOGY RELEASES DURING CONTRACT PERIOD:

- a. "New Technology" is defined as a product with a FDA Pre-Market Approval (PMA) number which is currently not in use in the MUHC system as of July 1, 2019. New Technology will be determined by proof of FDA's PMA form and non-existent competitive products on the market.
- b. MUHC agrees to pay for new technology products at a 10% upcharge for six (6) months. Thereafter the product will be classified into one of the capitated component categories. If the new product only required a 510k approval and is considered next generation, it will be placed in the appropriate capitated component category immediately.
- c. All standard and customary information regarding new technology products or any products not specifically mentioned in this capitated component program must be provided to the MUHC Strategic Sourcing Specialist sixty (60) days prior to use at MUHC. A copy of the FDA's FMA form must be included for all newly released items.

10. BUSINESS ASSOCIATE REQUIREMENTS

If the services requested by MUHC via this RFP require the respondents to use and/or disclose protected health information (PHI), a "Business Associate" relationship exists. The following 19 identifiers, together or individually, may constitute PHI:

1. Names;
2. All geographic subdivisions smaller than a state (e.g. street address, city, county, precinct, zip code);
3. All dates related to the individual (e.g. date of birth, admission date, discharge date, date of death);
4. Telephone number;
5. Fax number;
6. Electronic mail addresses;
7. Social Security Number (SSN);
8. Medical record number;
9. Health plan numbers;
10. Account numbers;
11. Certificate or license numbers;
12. Vehicle identification/serial numbers, including license plate numbers;
13. Device identification/serial numbers;
14. Universal resource locators (URL's);
15. Internet protocol (IP) addresses;
16. Biometric identifiers;
17. Full face photographs and comparable images;
18. Genetic information; or
19. Any other unique identifying number, characteristic or code

If a Business Associate relationship is determined to exist, the awarded supplier will be required to sign the University's Business Associate Agreement at the time of contract execution.

11. SUPPLIER REPRESENTATIVE VETTING AND CHECK-IN REQUIREMENTS

MUHC uses a supplier registration company, Reptrax, to track required supplier and suppliers' representative credentials. Supplier representatives must complete an on-line registration and receive notification of an "approved" supplier status before visiting any department or location outside of the check-in area. It is the supplier's responsibility to make sure that the registration is completed and current with Reptrax at all times.

All supplier representatives calling on site must be registered and approved through Reptrax on-line, check in software. Unless a supplier ID badge has been issued by MUHC and vetting performed by Human Resources, check-in is required each time a representative is on site. Kiosks are located at various MUHC sites for this purpose.

12. SPECIFICATIONS/REQUIREMENTS

Respondents must meet all specifications/requirements in order to be considered for award of this RFP. Respondents that do not meet all of the following requirements may not be evaluated for further consideration.

- a. All unused, unopened implants in the original sealed packages must be returnable to the supplier at the end of the contract period for full purchase credit.
- b. Products opened that have been verified by both a MUHC employee and supplier representative present during procedures that are incorrect and do not come into contact with the patient will be taken back by the supplier, will not be billed to MUHC and no restocking fee will be assessed.
- c. Any implant component or supply determined by the physician to be unusable (defective, incorrect packaging, etc.) during the procedure will be taken back by the supplier, will not be billed to MUHC and no restocking fee will be assessed.
- d. Products implanted and explanted on a patient due to incorrect fit or incorrect product selection will be billed at a rate of 50% off the capitated component pricing listed on the proposal form OR 50% off the agreed upon market share pricing for the capitated component, whichever is less.
- e. Supplier agrees to provide sales reports upon request, including manufacturer numbers, component descriptions, quantities and line item component pricing/market share pricing.
- f. All consignment trays must weigh 25 lbs. or less. This weight includes the rigid container.
- g. Suppliers must provide an acceptable rigid sterilization container for each tray.

- h. Suppliers must allow at least 24 hours' notice for instrumentation to be properly processed and sterilized before use.
- i. For consignment instruments being brought in on a per-case basis, a loaner instrument tracking form must be completed by the supplier. Sterilization parameters will be provided in writing before any production of the tray occurs.
- j. All supplier representatives will have 24 hours after the use of non-consigned instrumentation to return and pick up their instrumentation set(s). Any of the MUHC Sterile Processing departments (UH, MOI, WCH, MCOS, CRMC) have the right to incur a \$25/day storage fee for instrumentation left in any of the facilities after the 24-hour period has expired. MUHC reserves the right to physically remove underutilized loaner trays at any time.
- k. For consignment instrumentation to be permanently located at any MUHC Sterile Processing Department, Sterile Processing will assign an internal item number and shelf location. The supplier must provide a list of each tray's contents. Sterile Processing reserves the right to "lock" trays within the tracking system if tray contents are not received in a timely manner (i.e. the trays will no longer be produced by the department).
- l. The transportation of consignment instrumentation between facilities will be the responsibility of the supplier.
- m. MUHC reserves the right to request duplicate instrumentation if consigned trays are consistently shared between institutions.
- n. Suppliers are responsible for the maintenance of consigned trays.
- o. MUHC assumes no responsibility for and will not pay for any lost supplier trays, instruments, implants or supplies.

Confirm compliance with all specifications/requirements of section 12:

YES _____ NO _____

If no, explain any exceptions taken:

REQUEST FOR PROPOSAL FORM

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
HIP AND KNEE IMPLANTS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MU HEALTH CARE
RFP # 31078
DUE DATE: JULY 22, 2019
TIME: 3:00 PM CDT**

The undersigned proposes to furnish the following items in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

MUHC has established the capitated component pricing for hip and knee implants on the following pages. Suppliers must agree to the capped pricing for the categories listed. Do not add or delete any of the established categories.

Please confirm compliance to the MUHC capped pricing as listed on the following pages:

YES _____ NO _____

In addition, please fill in pricing for each component based on the various market share percentages noted. The market share proposals must meet or be better than the MUHC capped component pricing specified.

A product price file must also be submitted in Excel format as part of your response. The price file must include the following: product catalog number, product name/description, unit of measure, MUHC capped price, cross-walked to the appropriate MUHC component category, proposed market share price for reach market share volume, 2019 list price and the price based on 50% off list price. Please include the excel spreadsheet on the non-password protected flash drive as part of your response.

COMPONENT PRICING SCHEDULE – HIPS

Hips, Primary, Complex, and Hemi-Arthroplasty

Acetabulum – Cup	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Acetabular Cups, Legacy System*	\$1,200					
Acetabular Cups, Screws	\$75					
Acetabular Cups, Hole Eliminator	\$100					
Acetabular Cups, All-Poly Cemented	\$800					
Acetabular Cups, Contemporary System**	\$1,525					

Acetabulum – Liner	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Poly Acetabular Cups, Standard, Elevated or Lipped Liners (includes cross-linked, Ar-Com or other longevity poly material)	\$645					
Mobile Bearing Hip Liner (MDM and equivalents)	\$1,109					

Femoral Heads, Bi-polar and Uni-polar	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Cobalt Chrome Femoral Heads, All Diameters	\$450					

Femoral Head, All Diameters	\$600					
Bi-polar Cup and Liner	\$300					
Uni-polar Head, All Diameters, Cobalt Chrome	\$354					
Neck Length Adapter for Uni-Polar Head	\$275					

Femoral Stems and Related Products	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Primary Hip Femoral Stem, Porous, Legacy Metal*	\$2,400					
Primary Hip Femoral Stem, Porous, Contemporary**	\$2,600					
Primary Hip Femoral Stem, Cemented	\$1,800					
Sleeves and Neck Adapters	\$110					
Austin-Moore Type Endoprosthesis	\$750					
Hip Fracture Stem (cemented or press fit)	\$650					
Primary Hip Femoral Stem, Porous, for use with bi-polar cup	\$2,400					
Bone Plug, Intramedullary	\$108					
Centralizer for Cemented Stems and Distal Spacers	\$50					
Polished Cemented Stem, Exeter type	\$2,200					

Antibiotic Spacer, Pre-molded	\$800					
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Hips, Revision and Complex Hip Arthroplasty

Modular Hip Stem for Complex or Revision Cases S-Rom, Arcos, Restoration Modular, all Equivalentents	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Distal Stem	50% off 2019 published price list for duration of agreement					
Calcar Body	50% off 2019 published price list for duration of agreement					
Single Piece Revision/Complex Stems – Corail, ZMR, includes all Distal Porous stems and XL stems	50% off 2019 published price list for duration of agreement					
Acetabular Constrained Liner	50% off 2019 published price list for duration of agreement					

Acetabular Shims and Augments	50% off 2019 published price list for duration of agreement					
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COMPONENT PRICING SCHEDULE – KNEES

Knees, Primary, Complex, and Unicondylar

Primary Femoral Components and Related Products, All Systems	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Unicondylar or Patella-Femoral Component, Cemented or Porous	\$1,524					
Legacy Metal Femoral Component*	\$1,700					
Contemporary Metal Femoral Component**	\$2,200					

Patellar Components	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
All-Poly Component, Standard or Cross Linked Poly	\$400					
Component, Metal backed, Rotating or Fixed	\$500					

Tibial Inserts, Standard Lipped, PCS, Standard and Crosslinked Poly, High-Flex and Standard	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share

Tibial, Insert Poly	\$800					
Unicondylar Insert, Modular	\$582					
Unicondylar Inlay, One-Piece Poly	\$582					

Tibial Baseplates, Rotating, Fixed, Asymmetrical	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Baseplate, Legacy*	\$1,000					
Baseplate, Contemporary**	\$1,300					
Baseplate, Unicondylar (Fixed and Mobile Bearing)	\$689					
All Poly Tibia, Total	\$1,000					
Patient Specific Custom Cutting Blocks	\$500					

Oncology/Salvage Knee Components	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Femoral Component	50% off 2019 published price list for duration of agreement					

Tibial Component	50% off 2019 published price list for duration of agreement					
Femoral Sleeve	50% off 2019 published price list for duration of agreement					
Extensions, Tibial and Femur, All Lengths	50% off 2019 published price list for duration of agreement					
Axle	50% off 2019 published price list for duration of agreement					
Bearings	50% off 2019 published price list for duration of agreement					
Wedges and Augments	50% off 2019 published price list for duration of agreement					

Bushing	50% off 2019 published price list for duration of agreement					
Tibial Sleeve	50% off 2019 published price list for duration of agreement					
Any other implantables for oncology/salvage procedures	50% off 2019 published price list for duration of agreement					

Revision and Complex Femoral Components and Related Products, All Systems	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Femoral Component Scorpio TS, Duracon TS, Triathlon TS, Vanguard revision, PFC Sigma and equivalents	50% off 2019 published price list for duration of agreement					
Femoral Wedges and Augments	50% off 2019 published price list for duration of agreement					

Extension Stem, All Lengths and Diameters, Cemented	50% off 2019 published price list for duration of agreement					
Extension Stem, All Lengths and Diameters, Titanium	50% off 2019 published price list for duration of agreement					

Revision and Complex Tibial Baseplates	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Tibial Baseplate dedicated for Revision Systems, rotating and fixed bearing design	50% off 2019 published price list for duration of agreement					
Extension Stem, All Lengths and Diameters, Cemented	50% off 2019 published price list for duration of agreement					
Extension Stem, All Lengths and Diameters, Porous	50% off 2019 published price list for duration of agreement					

Tibial Wedges and Augments	50% off 2019 published price list for duration of agreement					
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Hip and Knee Ancillary Item	MUHC Capped Price	30% Market Share	40% Market Share	50% Market Share	60% Market Share	70% Market Share
Hip and Knee Ancillary Item	50% off 2019 published price list for duration of agreement					
Knee – Screws	\$100					
Ancillary Specialty Pins	50% off 2019 published price list for duration of agreement					
Instruments	50% off 2019 published price list for duration of agreement					

Disposable Instruments (i.e. drill bits, drill and pin sets, fixation screws, etc.)	50% off 2019 published price list for duration of agreement					
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****Legacy System is defined as any product other than the most recently released product.***

*****Contemporary System is defined as the most recently released product.***

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ___yes ___no			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

1. Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:

- Supplier's Total Revenues: \$10,000,000
- Revenues from University \$: \$ 4,000,000
- University % of Total Revenues: 40% (#2 divided by #1)
- Total MBE Dollars \$: \$ 150,000
- Total WBE Dollars \$: \$ 150,000
- Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
- Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
- Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
- University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____

2. What percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business? _____

3. Complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer (M)
- Distributor/Wholesaler (D)
- Manufacturer's Representative (F)
- Service (S)
- Retail (R)
- Contractor (C)
- Other (O)

SOLE PROPRIETORSHIP: Yes No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____

**ATTACHMENT C
PHYSICIAN SELF-REFERRAL QUESTIONNAIRE**

Section I – Company Ownership

1. Is your company a publicly traded stock company with more than \$75 million in stockholder equity? NO____ YES____

2. Is your company a public agency? NO____ YES____

Section II – Physician Relationship

For purpose of answering these questions, the term “immediate family member” means the following individuals: husband or wife; natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent or grandchild, and spouse of a grandparent or grandchild.

1. Is your company owned or governed in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at a MU Health Care facility? NO____ YES____

2. Is your company owned or governed in whole or part by any person (other than a physician or immediate family member of a physician) who may refer patients to a MU Health Care facility? NO____ YES____

3. Does your company employ or contract with a physician (or an immediate family member of a physician) who may refer patients or treat patients at a MU Health Care facility? NO____ YES____

4. Does your company have compensation arrangements with a physician (or an immediate family member of a physician) that vary with or take into account the volume or value of referrals or other business generated by the physician for a MU Health care facility? NO____ YES____

If you answered “Yes” to any of the questions 1-4 of Section II, please provide the applicable physician name(s), the person(s) who refers patients to the health care facilities, the name(s) of the health care facilities, and if applicable, the name(s) of the immediate family members of the physicians or other person.

I represent the answers provided herein are truthful and accurate as of the date of my signature below. I agree to immediately notify the UM System Director of Supply Chain at 2910 LeMone Industrial Blvd., Columbia, MO 65201 of any changes in the above disclosed information.

Company Name

Signature

Date

Print Name

Title