

**THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF
UNIVERSITY OF MISSOURI HEALTH CARE
REQUEST FOR PROPOSALS
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
AUTOMATED CHEMISTRY AND IMMUNOASSAY ANALYZERS**

I. SCOPE OF CONTRACT:

University of Missouri Health Care, hereinafter referred as MUHC, is seeking proposals for the replacement of automated chemistry and immunoassay analyzers at two facilities: University Hospital, located at One Hospital Drive, Columbia, Missouri and Women's and Children's Hospital located at 404 Keene Street, Columbia, Missouri. The contract will be awarded to a sole vendor.

The current systems in place are as follows:

University Hospital – (2ea) Roche Cobas 6000, (1ea) Roche Cobas c501, (1ea) Abbott Architect i1000, (2ea) Nova pHOX.

Women's and Children's – (1ea) Roche Cobas 6000, (1ea) Roche c501, (1ea) Roche E411, (1ea) Beckman Coulter DXI 600, (1ea) Nova pHOX

Background MU HEALTH Information

As part of the state's premier academic health center, University of Missouri Health Care (MUHC) offers a full spectrum of care, ranging from primary care to highly specialized, multidisciplinary treatment for patients with the most severe illnesses and injuries. Patients from each of Missouri's 114 counties are served by approximately 6,000 physicians, nurses and health care professionals at MUHC.

University of Missouri Health Care is comprised of seven operating units located throughout mid-Missouri. The operating units include University Hospital, Ellis Fischel Cancer Center, Missouri Psychiatric Center, Missouri Center for Outpatient Surgery, Missouri Orthopaedic Institute, Women's & Children's Hospital and Ambulatory Services. The inpatient hospitals have a combined 563 beds. MUHC is one of only two tier-one safety net hospitals in Missouri.

II. WARRANTY PERIOD:

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

Installation agency shall fully guarantee all work and materials for a period of one (1) year from date of acceptance. Should any defects in work or materials appear within the above mentioned time, Contractor agrees to repair or replace same without cost to the owner, as directed, immediately upon written notice of such defect from owner. Trips to the job site shall be made without charge to the owner provided the trips relate to a specific problem related to a defect in equipment or improper installation.

III. FINANCIAL DISCLOSURE:

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and UMHC faculty and staff.

IV. PAYMENT:

Payment in full will be made within thirty (30) days after receiving invoices for goods/services rendered as meeting all performance specifications.

Application for payment shall be made upon properly certified vendor's invoice rendered in duplicate. These invoices should be sent to the MUHC Accounts Payable Department, One Hospital Drive, Columbia, MO 65212 via the email inbox of umhsvendorinvoices@health.missouri.edu.

V. MISSOURI CONTRACT:

This agreement shall be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

VI. PERIOD OF CONTRACT:

Contract shall be effective (**Estimated 09/01/18**) through (**Estimated 08/31/19**), with the option by the University to renew for (**6**) additional annual terms.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods. This percent increase shall be a percentage change in the unit prices and shall not exceed that percent.

The University of Missouri Health Care shall not interpret the maximum percent change for the renewal periods to be in effect automatically at period of renewal.

The successful respondent is required to submit in writing to the University of Missouri Health Care, Office of the Director of Supply Chain, One Hospital Drive, Columbia, Missouri, 65212, ninety (90) days prior to the anniversary date of the contract the proposed price adjustment including justification for the proposed change for the next annual term of contract. If the University accepts the proposed price adjustment, an addendum to the contract will be prepared which will extend the contract and reflect the new unit prices. If the successful respondent does not submit this change to the Contract Services Department in the time and manner as above stated, the agreement may, at the option of the University, be renewed at the same unit prices from the previous annual contract period.

NON-FUNDING CLAUSE:

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.

VII. INSTRUCTIONS FOR PROPOSAL RESPONSE:

Respondents are required to fully respond with compliance statements to each of the mandatory/limiting specifications/criteria. Respondents are required to fully respond with description of ability to meet (and how) desirable specifications/criteria.

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.

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

Volume I – Functional Technical Section is to be submitted with five (5) total copies, one original and four (4) copies, and one (1) electronic copy via either jump drive or CD and must contain:

- Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information.**

Volume II - Financial Response Section must be submitted in a separately sealed envelope in triplicate (one original, one copy and one electronic copy) and contain:

- Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the Supplier Diversity Participation Form, Business Associate Agreement, and Physician Self-Referral Law Questionnaire. Financial statements that may be required are also to be included in this section.

Vendor must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.

VIII. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL:

Proposals will be awarded based upon the pricing and functional/technical evaluation.

Respondents must meet the mandatory requirements to be “qualified” for scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored criteria/desirable specifications, which includes qualitatively, how specifications are met. A team of UMHC individuals will evaluate and assign points to vendor’s responses to desirables. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense or request vendors to perform presentation to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency

IX. VENDOR VETTING REQUIREMENTS AND VENDOR REPRESENTATIVE CHECK-IN REQUIREMENTS

UMHC uses a vendor registration company, “Reptrax” to track required vendor and vendors’ representative credentials. Vendors must complete an on-line registration and receive notification of an “approved” vendor status before visiting any department or location outside of the check-in area. It is the vendor’s responsibility to make sure that the registration is completed and current with Reptrax at all times.

All vendor representatives calling on site must be registered and approved through Reptrax on-line, check in software. Unless a contractor I.D. badge has been issued by UMHC and vetting performed by Human Resources, check-in is required each time a representative is on site. Kiosks are located at various UMHC sites near the general entrances for this purpose.

X. INSURANCE

Contractor 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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor 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 Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability.

Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

Business Auto Liability (If required in service performance) Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

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 contractor and the University. Contractor/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 Contractor 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 Contractor's operations. The contractor 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 Contractor 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 Agency/Service 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 required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

XI. RETURN CLAUSE

All unused, unopened supplies in the original sealed packages must be returnable to the vendor at the end of the contract period for full purchase credit.

XII. LATEX CONTENT DISCLOSURE

For every product you propose, you must indicate if this product contains latex, how it contains latex and the extent of the latex. In the case of trays and /or kits, all components of the tray/kit must be identified (ie: 3cc syringe, latex plunger; IV tubing, latex injection port; etc). This information is necessary for UMHC to administer care to latex sensitive patients. Do not assume that UMHC has any previous knowledge of latex contents for components of any product.

XIII. COMPETITIVE SYSTEMS – COMPLETE SYSTEMS – RESPONSE FORMAT:

Vendors are required to submit a complete list of all components needed for the use of their systems regardless of whether a specific price line is provided on proposal form or not. Components should include all items, as well as any disposables that are required. At a minimum, list must include a brief description of the item, the product number, the list price and the discounted price. Failure to submit a completed listing as requested with the proposal response could cause rejection of proposal.

XIV. NEW TECHNOLOGY RELEASES DURING CONTRACT PERIOD:

In the event that a new product within same family of products is released, and contracted vendor is willing to offer same discount or greater as is protected under this contract, MUHC reserves the right, at its discretion, to accept or reject a newly released product as part of the vendor's system under this contract. Successful vendors who wish to add products to the existing product line must submit a written request for such, which references University **PROPOSAL #31035 – AUTOMATED CHEMISTRY AND IMMUNOASSAY ANALYZERS** to **Robert E. Hollinger**, Office of the Director of Supply Chain, One Hospital Drive, DC068.20 Columbia, Missouri 65212.

XV. SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY PURCHASES

As part of the selection process Respondents must demonstrate compliance with the security criteria listed in the categories stated on the accompanying “University of Missouri Information Security Requirements” (ITSQ) spreadsheet by responding in writing to every statement and question. It is the respondent’s responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations. Validation of the answers provided by the respondent may be conducted during the review/assessment process. Any erroneous information could limit the respondent's ability to finalize implementation of the proposed solution. Please include any security white papers, technical documents, or policies that are applicable. Failure to provide the necessary information to meet the requirements in this section could lead to disqualification.

The University considers security to be an ongoing responsibility and as a result, these information security criteria are subject to additions and changes without warning. When appropriate, the successful vendor will be expected to work in good faith with the University to maintain compliance with new laws and regulations and/or to improve the security of the proposed system.

Data Classification System

The University assigns data classification levels (DCL) for all University owned or hosted IT-based systems. This system will have a DCL of 4. Security requirements for all Data Classification System (DCS) levels can be found at: <https://www.umsystem.edu/ums/is/infosec/classification>. The University of Missouri reserves the right to periodically audit any or all hardware and/or software infrastructure provided by the vendor to ensure compliance with industry standards and best practices as well as the requirements of the University's DCS. When applicable, the University of Missouri requires compliance with the Health Insurance Portability and Accountability Act (HIPAA), FERPA, GLBA, PCI specifications, and all other applicable state, local and federal laws and regulations.

If there is a current Manufacturer Disclosure Statement for Medical Device Security (MDS2) on the proposed solution, please submit that with your response.

Compensating Controls and Descriptions

All statements and questions on the spreadsheet are mandatory unless they are not applicable. The Respondent must clearly explain why a given question is not applicable. For all other questions, if a requirement cannot be met, the Respondent still has an

opportunity to meet the requirement by the use of compensating controls. In some instances, the University has requested that the Respondent provide a description to accompany their response to a particular statement or question. Descriptions are requested when a "Meets or Exceeds" answer alone could be deceptive without further detail. Compensating controls must be described in full in the appropriate column. When more room is needed to fully explain the compensating control or provide a complete description, attachments can be included in the proposal response so long as such attachments are labeled and cross-referenced in the "Comments, Descriptions or

Explanations of Compensating Controls" column. In such circumstances, the vendor must provide a full explanation of the compensating control including an explanation of how the control meets the intent of the original question. The University has the sole right to determine if a proposed compensating control is an acceptable solution and if the details provided describe a solution that truly meets or exceeds the University's needs.

XVI. MANDATORY SPECIFICATIONS

(See Attached Excel Spreadsheet Titled: *RFP 31035 Chemistry Analyzers Mandatory Desirable Specs*)

SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS

If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration, and our specifications and general conditions will be the prevailing document.