REQUEST FOR PROPOSALS

FOR

FURNISHING AND DELIVERY

OF

DRUG DIVERSION MUHC SOLUTION

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

ON BEHALF OF

UNIVERSITY OF MISSOURI HEALTH CARE

RFP # 31074

DUE DATE: OCTOBER 17, 2019

TIME: 12:00 PM CDT

THE CURATORS OF THE UNIVERSITY OF MISSOURI Prepared by: Kyla Rogers Sr. Business Services Consultant University of Missouri System Supply Chain 2910 LeMone Industrial Blvd Columbia, MO 65201

Dated: July 15, 2019

<u>RFP # 31074</u>

DRUG DIVERSION MUHC SOLUTION

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of DRUG DIVERSION MUHC SOLUTION, **RFP #31074** which will be received by the undersigned at UM Supply Chain, until **October 17**, **2019 at 12:00 PM CDT**. <u>The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening.</u>

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.umsystem.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:

Kyla Rogers University of Missouri System Supply Chain 2910 LeMone Industrial Blvd Columbia, Missouri 65201 573-882-8212 rogersk@umsystem.edu

All questions regarding the RFP must be received no later than 12:00 PM CDT on OCTOBER 10, 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: Kyla Rogers Sr. Business Services Consultant University of Missouri System Supply Chain 2910 LeMone Industrial Blvd Columbia, MO 65201

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. 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 Sates Government in such circumstances are incorporated herein by reference.

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 are:

- 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.

- 1. <u>Direct dollars -</u> those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- <u>Indirect dollars</u> 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/<u>contractors</u> 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.

- 7. 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.
- 8. **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.
- 9. 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.

10. 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.

- 11. **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.
- 12. **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.
- 13. **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

 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.

 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 #31074 for Drug Diversion MUHC Solution, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kyla Rogers.

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 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. 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. 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 O as opposed to the standard Net 30 terms. An alternative electronic solution is payment through Automated Clearing House (ACH). Payment terms associated with settlement via ACH or check will be considered to be Net 30 days. Earlier settlement will be considered if cash discounts for prompt payment are offered. Cash discounts for prompt payment 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.

- 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 the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

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 the University of Missouri System (hereinafter referred to as "University") with an organization (hereinafter referred to as "Consultant"), to provide **Drug Diversion MUHC Solution** as described herein.

2. SCOPE

MU Health Care, a Cerner Millennium integrated system, is seeking proposals from experienced professional firms interested in providing a software solution that will be able to detect, track and prevent drug diversion at MU Health Care by pulling data from various points such as Cerner ADC cabinets, McKesson, Kronos, Clairvia, etc.

ON SITE DEMO

Vendors may be required to provide onsite presentations to the RFP review team the on November 6 or 7th 2019. Once response have been received, opened, and reviewed, invites will be sent to those vendors selected to participate in presentations if required.

The request for proposal is for a complete solution for University of Missouri Health Care (MUHC) and all affiliates and partners. MUHC reserves the right to allow additional campuses to access this agreement and share negotiated cost with those.

3. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 28,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

MU HEALTH CARE. As part of the state's premier academic health system, University of Missouri Health Care 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 640 faculty physicians, an additional 200 healthcare providers The full complement of clinical staff includes a total of 6,000 physicians, nurses and health

care professionals at MU Health Care. With initiatives such as the Culture of Yes and healthy lifestyle challenges, MU Health Care is a premier destination not only for patients, but also for job seekers.

MU Health Care is comprised of five hospitals: Ellis Fischel Cancer Center, the Missouri Orthopaedic Institute, the Missouri Psychiatric Center, University Hospital, and Women's and Children's Hospital, as well as 58 outpatient clinics. The inpatient hospitals have a combined 595 beds. Affiliates of MU Health Care include Capital Region Medical Center, Columbia Family Medical Group, Columbia Surgical Associates, Health Network of Missouri, MPact Health and Rusk Rehabilitation Center. MU Health Care also partners with Cerner Corporation, a Missouri based supplier of health information technology solutions, services, devices and hardware through the Tiger Institute for Health Innovation. The Tiger Institute serves as MUHC's IT function along with working alongside MUHC clinicians and staff to develop innovative improvements to Cerner technology products. The health system is consistently ranked as a top performer in information technology advances. MU Health Care's Ellis Fischel Cancer Center is an affiliate of MD Anderson Cancer Network.[®] MU Health Care is one of only two tier-one safety net health systems in Missouri (the other being Truman Medical Center in Kansas City).

4. CONTRACT PERIOD

The contract period shall be from the date of award through June 30, 2020, with the option by the University to renew for four (4) additional annual terms.

Vendors awarded this contract are expected to hold hourly rates firm for the specified period as designated on Proposal Form, pages 1-4, of this document. Thereafter, upon mutual agreement of the parties and justifications associated with market changes, price changes will be considered. The vendor must notify in writing to Office of the Director of Supply Chain One Hospital Drive, DC068.20, Columbia, Missouri, 65212, any notification of price changes via certified mail. Those notifications must be received in the Office of the Director of Supply Chain thirty (30) days prior to price going into effect. The University reserves the sole right to accept or reject proposed changes.

5. INSTRUCTIONS FOR PROPOSAL RESPONSE

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

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:

Volume I – Functional Section is to be submitted with six (6) total copies, one (1) original paper, four (4) paper copies, and one (1) electronic copy via flash drive (not password protected) in PDF format 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 and Supplier Diversity Participation Form.

Volume II – Financial Section must be submitted in a separately sealed envelope with six (6) total copies, one (1) original paper, four (4) paper copies, and one (1) electronic copy via flash drive (not password protected) in PDF format and must 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. Financial statements that may be required are also to be included in this section.

Respondent 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. All proposals must be enclosed in a sealed envelope plainly marked: Request for Proposal #31074 for Drug Diversion MUHC Solution, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kyla Rogers.

Responses to this document must address issues in the order provided. 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 Contractor will be deemed public records and presumed to be open. If the contractor submits with the Request for Proposal any information claimed to be exempt under the Revised Statues 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 Contractor 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."

6. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

Respondents must meet the mandatory/limiting criteria to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to vendors' responses to the evaluation questions. 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 a presentation/demonstration 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.

The University may request vendors selected as finalists to come onsite to the University, at the vendor's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

7. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS -

Liability:

The Consultant agrees to define, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person, or damages to

property of others arising out of the acts or omissions of the Consultant, its employees, or agents in performance of the work under this Agreement. Insurance:

The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the University which will afford protection and coverage in accordance with the requirements set forth below:

Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Sub-consultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Sub-consultant or by anyone directly or indirectly employed by either of them. In addition, the coverage is to include "The Curators of the University of Missouri" as "Additional Insured." The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined.

In lieu of the "Additional Insured" endorsement, an Owners-Contractors-Protective policy may be provided evidencing "The Curators of the University of Missouri" as the Named Insured.

Professional Liability Insurance will be provided by the Consultant to cover any claims, including but not limited to errors and omissions, which may arise from the work performed by the Consultant, Sub-consultant, or anyone directly or indirectly employed by them. The coverage provided will not be less than \$1,000,000 per occurrence and aggregate.

All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the University, e.g., all coverage should be placed with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and all coverage placed are subject to the University's approval as to form and content, as well as Carrier. All required coverage shall be obtained and paid for by the Consultant.

The Consultant shall furnish the University with certificates, policies or binders which indicate the Consultant and/or the University and other Consultants (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to the University issuing a Notice to Proceed.

8. 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.

9. BACKGROUND AND HEALTH SCREENING REQUIREMENTS ON SITE, NON-CLINICAL CONTRACT PERSONNEL UNIVERSITY OF MISSOURI HEALTH CARE

The following terms and conditions apply to any "Vendor" providing non-clinical services within University of Missouri Health Care (customer) and their personnel, when the work assignment period is thirty days or longer. Vendors' assigned personnel, hereinafter referred to as "Staff" must comply with minimum requirements in order to work on site. University of Missouri Health Care reserves the sole discretion to waive or modify any requirements detailed below.

A. Indemnification of Customer.

Vendor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, its Officers, Agents, Employees, and Volunteers (Customer) from and against all loss or expense from any cause of action arising from Vendor's operations. Vendor 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 Vendor, or at the option of the Customer, agrees to pay to or reimburse the Customer for the defense costs incurred by the Customer in Connection any such liability claims, or demands.

The parties hereto understand and agree that the Customer 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 Customer, or its officers, employees, agents, or volunteers.

B. Vendor and Vendor's Staff

Before any Staff may perform any Services, in the discretion of the Customer, Vendor must thoroughly investigate the Staff's background and work history at no additional charge. At a minimum, Vendor must:

- a. Investigate whether staff has any criminal record in each county in which staff resided or worked within the seven years immediately preceding the staffing assignment. Vendor must provide customer with results dated within thirty (30) days of staffing assignment start date;
- b. Investigate whether staff is a registered sex offender through a national search, all results must be dated within thirty (30) days of assignment start date;
- c. Perform and provide satisfactory result the following background checks on staff assigned to University. The checks must be performed on an annual basis and always current, having been checked within previous 12 months.

Office of Inspector General – Exclusion and Debarment Listing

Employee Disqualification Listing – Missouri Department of Health and Senior Services

- d. Acknowledge and agree that Customer may additionally perform background screenings for those individuals. If the employee has a criminal record, Customer will decide if the convictions are relevant to the position for which they are being considered and either accept or deny assignment.
- e. Administer an 8-panel drug screen within thirty days of staffing assignment start date. Agency must provide Customer with results prior to assignment start date; Vendor acknowledges that UMHC has implemented a policy requiring a **eight panel** drug and alcohol test for all staff (1) initially, at the time that the staff member is conditionally offered employment as a member of the workforce of UMHC; and (2) when there is reasonable cause to believe that a member of staff is under the influence of such substances while on UMHC premises.

In accordance with this policy, Vendor agrees that prior to placing any staff for assignment at UMHC, the Vendor shall advise the staff member(s) of the existence of UMHC's policy and that the staff member (1) will be required to submit to a **eight panel** alcohol and drug testing at the time of the assignment to UMHC; and (2) when there is reasonable cause to believe that a staff member is under the influence of such substances while on UMHC premises, the staff member will be required to submit to a **eight panel** alcohol and drug testing. Vendor agrees to bear the total expense of the initial testing of their staff members and any subsequent testing that may be required by the University as stipulated in (2) above. Any failure on behalf of the Vendor or Vendor's staff to comply with the policy will result in immediate removal of staff member from UMHC and may result in immediate cancellation of the contract.

- f. Obtain and provide to customer at least two performance references from the staff's most recent employment (no older than 12 months). The reference must be from an actual work supervisor or manager and that person must indicate that staff would be eligible for re-hire by them;
- g. Complete and maintain all I-9 Employment Eligibility Verification Form documentation for the staff and any other work permit documentation for the staff as required by federal law or regulation. Copies of actual documentation must be provided to customer prior to staffing assignment start date;
- h. Verify staff's identity by examining staff's current photo identification or a copy of current photo identification and provide this to customer;
- i. Verify the staff's current resume and ensure it contains all work history and personal contact information, resume must be provided to customer prior to interview;
- j. Ensure that staff have completed the appropriate skills checklists and those are provided to customer prior to interview;
- k. Vendor must complete the health and background screening attestation to this Agreement warranting that: (a) Vendor has completed a background check and health screening for each Staff in accordance with the requirements set forth in this agreement; (b) there has been no break in service of the Staff with the Vendor since conducting these background checks and

health screening; and (c) the background check revealed no issues likely to either (i) render staff unacceptable to Customer under this Agreement; or (ii) otherwise impact patient health or safety.

C. Immunizations and Health Screening Requirements

Proper immunizations and Tuberculosis (Tb) skin tests are requirements for working at University of MO Healthcare (UMHC). Agencies, independent contractors, and vendors with potential patient contact are required to provide documentation to UMHC that the following immunizations and Tb screening have been completed prior to starting the assignment for all persons working at UMHC. For any group these records must be accessible to UMHC Staff Health Services prior to starting an assignment and within twenty four hours of formal requests **any time** during the assignment. Annual Tuberculosis (Tb) testing and Flu vaccination reminder notifications must be maintained and provided to staff by Booking Agency.

- a. Documentation of immunity to Measles, Mumps, and Rubella airborne diseases usually provided as MMR vaccines. Persons born after 1957 must provide documentation of: 1). Receipt of **two** doses of live Measles and Mumps vaccine after their first birthday (one dose should be **after** 1980) or 2). Physician diagnosed Measles or Mumps or 3). a blood test record showing Measles, Mumps, and Rubella immunity. If any of the blood tests show lack of immunity two MMR vaccines will be required. Those without a record showing immunity will be vaccinated as noted above. Any person born before 1957 without a documented history of disease must also be vaccinated without blood testing done.
- b. Documentation of Rubella immunity by **one** vaccination or blood test showing immunity. Rubella disease history is not accepted in lieu of vaccine or test.
- c. Documentation of immunity to Chickenpox, either by record of **two** vaccinations (given at least one month apart) or a blood test showing immunity. If the blood test doesn't show immunity, the person is required to obtain two Chickenpox immunizations as noted above.
- d. Documentation of one Influenza vaccine annually is required for all staff to be completed by early November.
- Tuberculosis Screening Agency must ensure that each e. Booked Staff has undergone Mantoux Tb skin testing within the three months immediately preceding any Staff Booking. If greater than twenty four months since the preceding Tb skin test then a twostep Tb test must be given at least seven days apart. If a positive Tb skin test occurs, then Booked Staff is required to obtain a chest x-ray to confirm there is no active Tb infection in lungs. If any Staff with a history of Tb exposure or positive Tb skin or QFT-Gold testing, which was previously followed with a negative chest x-ray, reports new respiratory symptoms of active Tb, the Agency must ensure that the Staff undergoes additional appropriate chest xray or other diagnostic lung testing as indicated, at no additional charge, and must ensure that (a) the results indicate that the Staff is free from active Tb, or (b) if the skin test or x-ray is positive for Tb, the Staff has completed a Tb consult form before continuing or reporting for any staffing assignment., Annually during the original hire month for those with positive Tb tests, Booked Staff must undergo a Tb symptom review to verify absence of active Tb symptoms and acknowledge understanding of active Tb symptoms which could occur. Annual Tuberculosis (Tb) testing and Flu vaccination reminder notifications must be maintained and provided to MUHC Staff Health by Booking Agency.

D. Immunization Records

Each Booked Staff member, prior to beginning any staffing assignment, or within the timeframe determined by the applicable Customer, must provide to Agency records that establish the following:

- a. The Staff is free of Tb or has had a Tb consult as set forth in Section III.2.
- b. For Booked Staff potentially exposed to blood during their assigned work, the Staff will be asked if they are immunized against Hepatitis B. If they have not received the Hepatitis B vaccine series previously and choose to decline, they will be asked to sign a declination. They will also be advised of the risks of declining the immunization as required under OSHA regulations and any applicable local laws or regulations. This vaccine is reviewed annually if declined. All Booked Staff working in departments with potential blood or blood product exposure must have signed declinations to Hepatitis B vaccination, or have documentation of a positive quantitative Hepatitis B titer, or proof of three Hepatitis B vaccinations.
- c. Acceptable documentation could include:
 - 1. A copy of immunization booklets signed by a physician.
 - 2. Copies of reports from a physician's office, hospital, or health departments, showing specific dates of immunizations, blood antibody tests, or Mantoux Tb skin tests results.

E. Staff Health Services Option

If Agency, vendor, or contract staff have not completed their immunizations/testing or cannot provide proper documentation, they may, with approval from the Chief Human Resources Officer, be vaccinated and tested at UMHC Staff Health. The agency, vendor, or independent contractor agrees to pay/reimburse UMHC Staff Health for vaccinations or testing of these Booked Staff if performed at UMHC Staff Health Services. If provided elsewhere, the Agencies, independent contractors, and vendors, must be able to produce these records on hire, and annually during month of hire, and within twenty four hours anytime during the assignment. The Company representing each Agency, vendor and contract staff are required to track and notify their staff of the annual Tb testing month and flu vaccine requirement and confirm Tb compliance annually on the staff member's month of hire and the flu vaccine given during annually designated fall campaign.

The following list reflects current costs of discussed vaccinations and Tb testing at UMHC Staff Health.

VACCINATIONS	COST
MMR each	\$65.00*
Tuberculin (TB Skin test)	\$5.00*
Chicken pox each	\$110.00*
Hepatitis B each (3 in series)	\$55.00*
Flu vaccine each	00.00*

BLOOD VERIFICATION		
Chickenpox Antibody (Ab)	\$15.00*	
Quantitative Hep B Surface Ab	\$15.00*	
Rubella Antibody	\$15.00*	
Quantiferon-Gold	\$40.00*	
(*Subject to market changes-verify cost prior to obtaining).		

10. 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, UMHC 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 # 31074 to Kyla Rogers, Office of the Director of Supply Chain, One Hospital Drive, DC068.20 Columbia, Missouri 65212.

11. 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 attached "University of Missouri Information Security Requirements" (ITSQ) spreadsheet (Attachment D) 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 assigns data classification levels (DCL) for all University owned or hosted IT-based systems. This system will have a DCL level of 4. Security requirements for all 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.

12. PAYMENT TERMS AND CONDITIONS

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. 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. An alternative electronic solution is payment through Automated Clearing House (ACH). Payment terms associated with settlement via ACH or check will be considered to be Net 30 days. Earlier settlement will be considered if cash discounts for prompt payment are offered. Cash discounts for prompt payment 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.

MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

- It is mandatory that the respondent have at least five (5) years' experience in Pharmaceutical Drug Management and at least two years being health care related or comparable. Confirm Compliance: Yes ____ or No _____
- It is mandatory that the respondent provide three (3) current large client references, (with at least one being healthcare related or comparable and number of years services provided) by institutional name, contact person's name and phone number who are able to provide information to support your ability to perform this contract. Confirm Compliance: Yes _____ or No _____
- It is mandatory that the vendor inform MUHC of the details of any suites, and/ or settlements due to suits, brought upon your company, or principals of your company, by any of your clients within the last five years as it relates to the scope of this RFP. Confirm Compliance: Yes ____ or No ____
- It is mandatory the vendor will provide information regarding how many clients have discontinued services within the last five (5) years and reason for the discontinuation.
 Confirm Compliance: Yes ____ or No ____

13. DESIRABLE CRITERIA

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.

COMPANY HISTORY

- 1. It is desirable for the respondent to provide company background and history to include but not limited to:
 - a. Years in business
 - b. Years' experience in providing the desired services within the scope of this RFP.
 - c. Financial performance
- 2. What are your corporate mission/vision and long-term strategic initiatives?
- 3. Describe the proposed system's development history, including major release dates and major system enhancements.
- 4. It is desired that the respondent identify processing options (in-house, SaaS, "either or")
- 5. Specifically address any acquisition history and how you have maintained:
 - a. Product quality and functionality integration.
 - b. High service-level given organizational transitions.
- 6. Describe any major development plans and initiatives relating to the scope of this RFP for the next three (3) years. Include product strategy for the next two (2) releases. Where possible, reference any related press releases or documentation.
- 7. What is your business model with regard to third party relationships?
- 8. Are there third party products, which are part of your proposed solution?
 - a. If so what type of relationship do you maintain with these third parties, and how do you ensure that they are able to meet MUHC's needs?
- 9. Which of these third parties require separate contract or licensing arrangement, to achieve the scope of solution requested in this RFP?
- 10. What is your company's model for including customer feedback into the product development and enhancement process?
- 11. Describe your organizations financial stability. Provide copies of audited financial statements for each of the last two years and the most recent quarter (including total sales revenue, license revenue broken by existing and new customers, net income, dollars committed to research and development).

12. Any other information that demonstrates the financial strength and long-term viability of the company.

Company's Client Base

Please address the following questions regarding your client base:

- 1. How many total active client installations do you have for each major system component using the system/module/version being proposed for this RFP? What is the size of these implementations? Please count only active users. Every organization should be counted only once.
- 2. How many of your customers are healthcare providers?
 - a. What portion (%) of your total customer base does this represent?
- 3. How many of your customers are running the latest release of your system?
- 4. How many clients are under signed contract for the product and services, which have not yet been fully installed or implemented?

General Specifications and Documentation

- Describe and provide an example implementation timeline with milestones, project plan and estimated deliverables for a project of this scope and provide a sample timeline. Include the timeframe from contract execution to vendor go live.
- 2. Provide a summary of the resources (staff and equipment) the company will employ to ensure a successful project. This should include the number of personnel that will be assigned to the project and their qualifications.
- 3. Describe your agency's approach to data security and HIPPA compliance.
- 4. Describe what you believe to be the market differentiators between your organization and your competitors.
- 5. The Vendor shall provide the following Vendor documentation with the RFP response:
 - Logical diagrams of the system and how it would interface with the other applications at MUHC.
 - Concept of Systems Operation
 - Sample Project Management Plan
 - Sample Statement of Work (SOW)
 - Installation Plans
 - Standard Contract/Terms and Conditions
 - A list of sites that are being implemented currently
 - Overview of system maintenance policies and procedures
 - Business continuity / disaster recovery plan relevant to product

Overview of System Functionality

- 1. Please provide a general overview/description of the product being proposed and its key functionality and components.
- 2. How long are data records maintained within your application?
- 3. What is the data structure used to generate diversion risks (standard deviations, etc)?
- 4. MUHC's goal is to minimize false positive results, please provide any additional detail on how the software meets this requirement.
- 5. As new technology is added at MUHC, (ie integrated pump technology) that has applicable controlled substance data, how will the data streams be added to the software?
- 6. Is there a clean and clear dashboard showing trending of each data stream over time as well as aggregate data?
- 7. Describe your solutions tracking and reporting capabilities. Describe your ability to customize and export performance reports and provide sample examples.
- 8. Explain how can documentation or tracking of audit findings occur in the software?
- 9. Can report be sent from the software directly to nurse managers/etc. from the system for front line investigations?
- 10. Does the solution have the ability to input data manually? Ie, if someone is identified as a risk for diversion, is there a mechanism to monitor his or her use manually?
- 11. Can your product integrate with Cerner/Epic?
- 12. If browser-based, on what versions of MS Internet Explorer is your product certified?
- 13. Does your product support data encryption in transit?
- 14. Does your product support data encryption at rest?
- 15. What data encryption algorithms do you support?
- 16. On what OS Platforms (including version) is your system certified? What are the minimum requirements on these platforms?
- 17. Describe your system's data archival and purge functionality.

- 18. If data is written off of the main tables, what type of function do you continue to allow to be performed on this data?
- 19. Does your product support Active Directory authentication?
- 20. Does your product and company stay up to date with security patching and updates?
- 21. Does your product support SAML 2.0 or OAuth?
- 22. Does your software enforce password complexity requirements?
- 23. Does your system write access/change logs in a standard format?
- 24. Does your system log access to records?
- 25. Does your system log changes to configuration?
- 26. Explain your philosophy for compatibility between product generations. How frequently are new versions of the product released? Are new releases included in the cost for annual software maintenance?
- 27. What is your strategy and approach to keeping up to date with OS/Database releases and patches? Who is responsible for testing and implementing new OS releases (you or your customer)?
- 28. What is the disaster recovery capability of your system -- i.e. how does it support continuous access to the system or recovery of the system and data in the event of a disaster? What disaster recovery procedures and tools are available with your system? How frequently are they tested?
- 29. What is the typical recovery time?
- 30. Does your application generate its own error logs? Does it generate audit logs?

Support & Training

- 1. Describe your training and deployment assistance offered during implementation and ongoing, including, but not limited to:
 - End User training
 - Application programming
 - System Administration
 - Operations
 - Help Desk
 - Tech Support (hours of day, days of week)

REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSALS FOR FURNISHING AND DELIVERY OF DRUG DIVERSION SOLUTION- MUHC FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF UNIVERSITY OF MISSOURI HEALTH CARE RFP # 31074 DUE DATE: OCTOBER 17, 2019 TIME: 12:00 PM CDT

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

- 1. Please provide a budgetary estimate/quote as it relates to the goals of the project as specified in this document.
 - a) Overall Price

\$_____

- Provide a detail breakdown of the total overall cost.
- b) Miscellaneous fees not covered (please describe below)

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date		
Printed Name		Title		
Company Name				
Mailing Address				
City, State, Zip				
Phone No.	Feder	ederal Employer ID No.		
Fax No.	E-Mai	/lail Address		
Number of calendar days delivery after receipt Pay		yment Terms:		
of order:	rder: 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?yesno				
Maintain a regular place of business in the State of Missouri?yesno				

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.

<u>Tier 2 Supplier Diversity Information</u> - 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.

- 2. <u>Direct dollars -</u> those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- <u>Indirect dollars</u> 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)
- 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 <u>regarding supplier diversity at the University</u>, contact Teresa Vest, <u>vestt@umsystem.edu</u>.

-----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)
- 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.
- 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

UM System Secureauth IdP Integration Questionnaire

Requestor Contact Information (the University/department contact)

Requestor Name: Requestor Email Address: Requestor Phone Number: Requesting Department Name: Requesting Business Unit:

External/Third Party Contact Information

Sales Contact Name: Technical Contact Name: Company: Email address:

Service Provider (SP) Information

- 1. Name of application/service:
- 2. Application URL:
- 3. Description of application/service:
- 4. Service Provider Solution (i.e. Shibboleth, OpenSAML 2 or other product):
- 5. Is your entire site protected using SSL? If no, will you use SSL to protect the authentication session? If no, explain why:
- 6. Will you be expecting attributes to be passed for authorization purposes? If so, list and describe attributes:
- 7. How will attributes be used in the application/service?
- 8. Will attributes be used for any other purpose? (i.e. given to third parties, used for reports, etc.)
- 9. Will attributes be stored? If yes, how will attributes be stored and for how long?
- 10. Do you support SP initiated SSO?
- 11. Can you consume a metadata file?
- 12. Does your SP support XML signature/encryption?
- 13. Does your SP support signed/encrypted assertions?
- 14. Will your SP metadata be emailed directly to us?
- 15. Does your SP metadata file contain, at a minimum, the following components?
 - a. <md:EntityDescriptor>
 - b. <md:SPSSODescriptor> (must include the proper protocolSupportEnumeration)
 - c. <md:KeyDescriptor>
 - d. <md:SingleLogoutService> (if any)
 - e. <md:NameIDFormat> (if any)

Please send completed questionnaire to <u>umdoitsasupport@umsystem.edu</u>.

ATTACHMENT D PROCUREMENT IT SECURITY REQUIREMENTS: SEE THE ATTACHED EXCEL SPREADSHEET