

REQUEST FOR RESPONSES
FOR
FURNISHING AND DELIVERY
OF
SPINAL IMPLANTS AND ACCESSORIES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MU HEALTH CARE
PRICING AGREEMENT # 31125
DUE DATE: Wednesday, August 12th
TIME: 3 p.m. CDT

PREPARED BY: John Mikesic; Executive Director, MUHC Supply Chain

Date notice e-mailed: Wednesday July 22, 2020

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NOTICE TO VENDORS

MU Health Care requests sealed responses for SPINAL IMPANTS AND ACCESSORIES, PRICING AGREEMENT #31125, which will be received by the undersigned at the Office of the Supply Chain Operations, MU Health Care, until 3 p.m., CDT. **MU Health Care assumes no responsibility for any vendor's on-time receipt at the designated location for response opening. Faxed or emailed responses will not be considered.**

Specifications and the conditions of Pricing Agreement together with the printed form on which responses must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement/bids> or from the Director of Supply Chain Operations, MU Health Care, Quarterdeck Building, 2401 LeMone Industrial Blvd., Room QD111, Columbia, MO 65212.

In the event a respondent choose to use a Word and/or Excel version of the Pricing Agreement to aid in preparation of its response, the respondent should only complete the response information. Any modifications by the respondent of the specifications provided will be ignored, and the original wording of the Pricing Agreement shall be the prevailing document.

If you have any questions regarding this Pricing Agreement, please send them to:

Name: Brenda Forbis
Title: Sourcing Specialist
2401 LeMone Industrial Blvd, QD111
Columbia, MO 65212
Email: forbisbl@health.missouri.edu

All questions regarding this Pricing Agreement must be received no later than 3 p.m. CDT on Wednesday August 5, 2020.

The University reserves the right to waive informalities in responses and to reject any or all responses.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: John Mikesic

**MU HEALTH CARE
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO VENDORS
REQUEST FOR RESPONSE**

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 pricing agreement response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this Pricing Agreement 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, are unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. As long as quality is equal, preference by a differential not to exceed 5% shall be given. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **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.
7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with

disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the company 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.

The University of Missouri recognizes the following groups:

- 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 (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) 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 on the contract: Direct and Indirect.

- Direct dollars – dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars – dollars based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - 1) Supplier's Total Revenues: \$10,000,000
 - 2) Revenues from University \$: \$4,000,000
 - 3) University % of Total Revenues: 40% (#2 divided by #1)
 - 4) Total MBE Dollars: \$150,000

- 5) Total WBE Dollars: \$150,000
- 6) Total University Attributable MBE \$: \$60,000 (#3 multiplied by #4)
- 7) Total University Attributable WBE \$: \$60,000 (#3 multiplied by #5)
- 8) Total University Attributable MWBE \$: \$120,000 (sum of #6 and #7)
- 9) University % Attributable Revenue: 3% (#8 divided by #2)

Supplier Diversity Participation Form: If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this Pricing Agreement. The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of responses shall include the proposed level of Supplier Diversity participation. Responses that do not meet the participation requirements for Supplier Diversity will not receive any of the points during the review of the responses.

Suppliers 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 supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded response. If the 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 supplier from participating in future contracts.

9. **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.
10. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing

the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet WCAG guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

11. **Applicable Health Related Laws and Regulations:** These specifications or any resulting contract 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 .

Respondents understand and agree that The Curators of the University of Missouri, in the operation of the University of Missouri Health Care, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently Contractor Imposed Exclusions

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 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.

12. **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.

13. **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.
14. **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.
15. **Vendor Gifts:** The supplier shall refrain in offering any offers of gifts to the University, and all University of Missouri employees, in accordance with University of Missouri Policy #26301, Suppliers.

B. INSTRUCTIONS TO RESPONDENTS

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

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

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

2. **Preparation of Pricing Agreements:** All responses must be submitted in the format as specified in the detailed specifications and must be identified as Pricing Agreement for Furnishing and Delivery of SPINAL IMPLANTS AND ACCESSORIES, PRICING AGREEMENT # 31125 and e-mailed to Brenda Forbis; forbisbl@health.missouri.edu.

To receive consideration, responses must be received, at the above address, prior to the pricing agreement due date and time stated in this Pricing Agreement. Respondents

assume full responsibility for the actual delivery of responses during business hours at the specified address.

Unless otherwise specifically stated in the Pricing Agreement, all specifications and requirements constitute minimum requirements. All responses 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 Pricing Agreement 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 Pricing Agreement 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. Responses on equivalent items of the same quality are invited. However, to receive consideration, such equivalent responses 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 pricing agreement 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 pricing agreement price.

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 respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all responses shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

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

By submitting a response, the respondent agrees to provide the specified equipment, supplies and/or services in the Pricing Agreement, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the respondent certifies that: (1) the pricing agreement 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 response; (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 pricing agreement submission must be initialed in ink by the person signing the pricing agreement. Responses, once submitted, may be modified in writing prior to the exact date and time set for the pricing agreement 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 response. The modification must be submitted in a sealed envelope marked "Pricing Agreement Modification" and clearly identifying the Pricing Agreement title, Pricing Agreement number and closing time and date. Responses may not be modified after the pricing agreement closing time and date.

Responses 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 pricing agreement closing. Responses may be withdrawn in person before the pricing agreement closing upon presentation of proper identification. Responses may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of response.

All responses, information, and materials received by the University in connection with a Pricing Agreement 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, then 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 response. 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 Pricing Agreement and whose response 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's equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Director of Supply Chain Operations.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System, shall be final and binding upon all parties.

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

5. **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 therefrom, as well as from such termination, shall not be affected by any such termination.
6. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving thirty (30) days written notice to the Contractor.
7. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, goods, 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 Pricing Agreement, (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, goods, and/or services.

No equipment, supplies, goods, 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, goods, and/or services. All equipment, supplies, goods, 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, goods, 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.

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

satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment will not occur unless this information has been provided.

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.

9. **Delivery:** Delivery shall be made FOB University of Missouri Health Care, Columbia, MO with all transportation and handling charges fully paid, and shall be delivered with the time frame set forth herein by the respondent.
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 Pricing Agreement, and any Agreement resulting from this solicitation, shall be for use by any of the University of Missouri Health Care locations. It shall also be available for use by all faculty, staff, students, departments, locations and affiliates of the University of Missouri, as applicable. The University of Missouri Health Care has various affiliates and is also a member of a collaborative called Health Network of Missouri, which includes five other member hospitals: Bothwell Regional Health Center, Capital Region Medical Center, Hannibal Regional Healthcare System, Lake Regional Health System and Compass Health Network.

The University of Missouri Health Care seeks to make the pricing of this contract available to MUHC's affiliates and Health Network of Missouri members. Unless specifically included in the scope of the pricing agreement, extending pricing to any or all of the affiliates and/or Health Network of Missouri members is highly desired, however it is at the discretion of the awarded supplier and shall not be considered in the award of the Pricing Agreement. Respondents shall further understand and agree that participation by affiliates and/or Health Network of Missouri members is discretionary on the part of these institutions, and MUHC bears no financial responsibility for any payments due to

awarded supplier by such entities, nor will MUHC be responsible for contract administration for other organizations.

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

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

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

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

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

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

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

Media Formats: If not specified elsewhere, additional training aids may include industry standard mediums, Computer Assisted Training Software on DVD in Windows compatible formats OR On-Line WEB.

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

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

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

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

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	

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

This signature sheet must be returned with your response.

SUPPLIER DIVERSITY PARTICIPATION FORM

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

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

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

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

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

2. If you are a non-diverse owned company, 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?

—

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

Supplier Name	% of Contract	Specify Direct or Indirect

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

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

SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN: Yes No

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

WOMAN OWNED BUSINESS (WBE): Yes No

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

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

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

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

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

VETERAN BUSINESS ENTERPRISE _____ Yes _____ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE _____ Yes _____ No

MISSOURI FIRM: _____ Yes _____ No

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

BUSINESS TYPE:

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

SOLE PROPRIETORSHIP: _____ Yes _____ No

SUPPLIER'S CERTIFICATION:

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

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____

**UNIVERSITY OF MISSOURI HEALTH CARE
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
SPINAL IMPLANTS AND ACCESSORIES**

I. SCOPE OF CONTRACT:

The Curators of the University of Missouri, on behalf of University of Missouri Health Care (MUHC), is inviting qualified vendors to provide the products/services specified in this pricing agreement for spinal procedures.

The objective of this agreement is to allow MU Health Care to continue to provide high quality implants and best in class outcomes to our patients/customers. This agreement allows for continued program development that adds value while responding to the challenges we face in the health care market today and in the future.

Products may be utilized at the following MUHC Surgical Service locations:

- University Hospital, One Hospital Drive Columbia, MO 65212
- Missouri Orthopedic Institute, 1100 Virginia Avenue Columbia, MO 65211
- Women's Children's Hospital, 404 Keene Street Columbia MO 65201
- Missouri Center for Outpatient Surgery, 1100 Virginia Avenue Columbia, MO 65211
- Capital Region Medical Center, 1125 Madison Street Jefferson City, MO 65101

This pricing agreement for spinal procedures has been designed and vetted by the utilizing surgeons of MU Health Care and has been deemed fair and applicable in the current marketplace. The design of this pricing agreement has been structured by a thoughtfully constructed Cap Code design, allowing both the participant and MU Health Care to delineate specific products and their cost. In addition to the Cap Code assigned, MU Health Care will be using its own internal analytics to audit the costs within this program by utilizing an item designated UNSPSC Commodity and Commodity code.

Commodity	Commodity name
42321601	Intervertebral disc
42321602	Spinal cable
42321603	Kyphoplasty balloon
42321604	Spinal crosslinking device
42321605	Spinal interbody cage
42321606	Spinal decompression device
42321607	Spinal hook
42321609	Spinal rod
42321610	Spinal screw
42321611	Spinal plate
42321612	Spinal sleeve ring or end cap
42321613	Spinal set screw or blocker or plug
42321614	Spinal nut
42321615	Spinal saddle or cradle
42321616	Spinal connector or coupler
42321617	Spinal staple
42321618	Spinal washer
42321619	Spinal cement restrictor
42321620	Spinal bolt
42321621	Temporary spinal fixation pin or wire
42321622	Spinal implant kit or system

II. WARRANTY PERIOD:

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

III. FINANCIAL DISCLOSURE:

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

IV. PRICING AND/OR ADDITIONAL FEES:

Pricing will remain firm for the initial two-year term.

Products opened that have been verified by both a MUHC Employee and a Vendor Representative present during a procedure that are incorrect and do not come into contact with the patient, will be taken back by the vendor, will not be billed, and no restocking fee will be assessed.

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 through 8/31/2022, with the option by the University to renew for two (2) additional annual terms.

NON-FUNDING CLAUSE:

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 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 RESPONSE:

Any Respondent desiring to continue to supply their product and services for spinal cases with the facilities associated must complete the attached MU Health Care Spine Matrix in its entirety for all available items that fall within the associated UNSPSC commodity codes.

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

Respondent must meet all requirements. If requirements are not met, the vendors are disqualified from further evaluation/award.

Responses are to be submitted in one (1) original, one (1) copy and one (1) electronic copy on a flash drive in .PDF format. If there is any vendor related contract that must be

signed as part of doing business, it should be included with the response. Any revisions made by the responder to the pricing agreement are to be tracked.

Submit your line item price with the below detail in excel format.

<input type="checkbox"/> Manufacturer Name
<input type="checkbox"/> Vendor Name
<input type="checkbox"/> Product #
<input type="checkbox"/> NDC #
<input type="checkbox"/> Product Description
<input type="checkbox"/> UNSPSC Description
<input type="checkbox"/> UNSPSC Commodity #
<input type="checkbox"/> MU Health Spine Matrix Cap Code
<input type="checkbox"/> UOM
<input type="checkbox"/> UOM Quantity
<input type="checkbox"/> MU Health Current Price
<input type="checkbox"/> MU Health usage (7/1/2019 - 6/30/2020)
<input type="checkbox"/> Aligned MU Health Matrix Price

VIII. CRITERIA FOR AWARD OF RESPONSE

This pricing agreement will be awarded to responses meeting all specifications.

IX. BUSINESS ASSOCIATE REQUIREMENTS

If the services requested by MU Health Care via this Pricing Agreement require the respondents to use and/or disclose protected health information (PHI), a “Business Associate” relationship exists. The following 19 identifiers, together or individually, may constitute PHI:

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

- 18. Genetic information; or
- 19. Any other unique identifying number, characteristic or code

If a Business Associate relationship is determined to exist, the awarded supplier(s) will be required to sign the University's Business Associate Agreement.

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

MUHC 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 MUHC and vetting performed by Human Resources, check-in is required each time a representative is on site. Kiosks are located at various MUHC sites near the general entrances for this purpose.

XI. INSURANCE REQUIREMENTS

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

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.

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.

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

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

Workers’ Compensation & Employers Liability Contractor agrees to maintain Workers’ Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability not less than \$1,000,000 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.

XII. 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.

i. 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.

ii. 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 MUHC 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 MUHC; and (2) when there is reasonable cause to believe that a member of staff is under the influence of such substances while on MUHC premises.

In accordance with this policy, Vendor agrees that prior to placing any staff for assignment at MUHC, the Vendor shall advise the staff member(s) of the existence of MUHC'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 MUHC; and (2) when there is reasonable cause to believe that a staff member is under the influence of such substances while on MUHC 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 MUHC 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.

ii. **Immunizations and Health Screening Requirements**

Proper immunizations and Tuberculosis (Tb) skin tests are requirements for working at University of MO Healthcare (MUHC). Agencies, independent contractors, and vendors with patient contact are required to provide documentation to MUHC that the following immunizations and Tb screening have been completed prior to starting the assignment for all persons working at MUHC. For any group these records must be accessible to MUHC prior to starting an assignment and within twenty four hours of formal requests **any time** during the assignment.

- a. Documentation of immunity to Measles, (also known as Rubeola). Persons born after 1957 must provide documentation of: 1). Receipt of **two** doses of live Rubeola vaccine after their first birthday (one dose should be **after** 1980) or 2). Physician diagnosed Measles (Rubeola) or 3). a blood test record showing Rubeola immunity. Those without a record showing immunity are be vaccinated as noted above. Any person born before 1957 without a documented history of disease must also be vaccinated.
- b. Documentation of immunity to Mumps either by receipt of **one** dose of live Mumps vaccine or a blood test showing immunity for anyone born after 1957. Those born before 1957 must also be vaccinated if disease history is not documented.
- c. Documentation of Rubella immunity by **one** vaccination or blood test showing immunity.
- d. Documentation of immunity to Chickenpox, either by record of **two** vaccinations (given at least one month apart) or blood test showing immunity. If the blood test doesn't show immunity, the person is required to be vaccinated as noted above.
- e. Documentation of Mantoux Tb skin test performed within the last **three** months and every **twelve** months thereafter. If no records are available showing a prior Tb test has been done within the last **two** years, a second Tb test given one week later is required as well. 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 tests, or Mantoux Tb skin tests results.

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/tested at MUHC. The agency, vendor, or independent contractor agrees to pay/reimburse MUHC the following amounts if vaccinations /testing of these groups if performed at MUHC. The Agencies, independent contractors and vendors must be able to produce these records on hire and within twenty-four hours anytime during the assignment.

XIII. INSTRUMENT CLAUSE:

Any instruments required for the use of the systems and components specified in this proposal are to be provided at no charge to MU Health Care during the term of the contract. If instruments must be purchased by MU Health Care, the respondent is responsible for including a list of all applicable instruments, including unit price. Any one-time purchase cost for instruments will be considered in the award of the proposal.

XIV. RETURN CLAUSE

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

XV. 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 (e.g. 3cc syringe, latex plunger; IV tubing, latex injection port; etc). This information is necessary for MUHC to administer care to latex sensitive patients. Do not assume that MUHC has any previous knowledge of latex contents for components of any product.

XVI. 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 UNSPSC Commodity Name, the UNSPSC Commodity Number, product number, historical MU Health Care 12-month usage (7/1/2019 – 6/30/2020), the MU Health Care current cost, the list price and the discounted price. Failure to submit a completed listing as requested with the proposal response could cause rejection of response.

XVII. NEW TECHNOLOGY RELEASES DURING CONTRACT PERIOD:

- a.** “New Technology” is defined as a product with an FDA Pre-Market Approval (PMA) number which is currently not in use in the MU Health Care as of 9/1/2020. New Technology will be determined by proof of FDA’s PMA form and non-existent competitive products on the market.
- b.** Hospital agrees to pay for new technology products at 50% off list price for six months thereafter, the product will be classified into one of the capitated component categories and assigned a Cap Code. If the new product only required a 510K approval and is considered next generation, it will be placed in the appropriate capitated component category immediately.
- c.** All standard and customary information regarding new technology products or any products not specifically mentioned in this capitated component program must be submitted in written request for such, which references University PRICING AGREEMENT # 31125 to the Director of MUHC Supply Chain Operations, One Hospital Drive, DCO68.20 Columbia, Missouri 65212 sixty (60) days prior to use in the MU Health Care System. A copy of the FDA’s PMA form must be included for all newly released items.

XVIII. MANDATORY SPECIFICATIONS

- a.** Line Item Capitated Component Pricing will be in effect for all product offerings.
- b.** Product orders will require a valid hospital purchase order number to be considered for payment. Vendors using consigned implants will provide a bill-only order within 24 hours of surgery. Only one invoice per patient to be submitted for a purchase order for payment.
- c.** Invoices must include the following data in order to receive payment:
 - i.** Products used or returned for credit
 - ii.** Product numbers
 - iii.** Component definitions
 - iv.** Quantity used
 - v.** Capitated price per Attachment A
- d.** Vendor agrees to provide quarterly sales reports upon request, including manufacturer numbers, component descriptions, UNSPSC Commodity Name, UNSPSC Commodity Number, MU Health Care Cap Code, quantities and line item pricing.
- e.** Vendor agrees to comply with the terms of the MU Health Care Vendor Policy and to participate in the automated vendor management program, RepTrax.

- f. All consignment trays to weigh 25 lbs. or less (this weight includes the rigid container).
- g. The vendor will provide an acceptable rigid sterilization container for each tray.
- h. Vendors will allow at least 24 hours' notice for instrumentation to be properly processed and sterilized before use.
- i. For consignment instrumentation being brought in on a per-case basis, a loaner instrument tracking form will be completed by the vendor. Sterilization parameters will be provided in writing before any production of the tray occurs.
- j. All vendors/company representatives have 24 hours after the use of non-consigned instrumentation to return and pick up their instrumentation set(s). Any of the MU Health Care Sterile Processing departments (UH, MOI, WCH, MCOS) have the right to incur a storage fee for instrumentation left in any of the facilities after the 24-hr. period has expired. The fee is \$25 per day of storage. MU Health Care reserves the right to physically remove under-utilized loaner trays at any time.
- k. For consignment instrumentation to be permanently located at any MU Health Care Sterile Processing Departments, sterile processing will assign an internal item number and shelf location. The vendor will provide a list of each tray's contents. Sterile processing reserves the right to "lock" trays within the tracking system if tray contents are not received in a timely manner (i.e. the trays will no longer be produced by the department).
- l. The transportation of consignment instrumentation between facilities will be the responsibility of the vendor.
- m. MU Health Care reserves the right to request for duplicate instrumentation, if consigned trays are consistently shared between institutions.
- n. Vendors are responsible for the maintenance of consigned trays.
- o. MU Health Care assumes no responsibility for lost vendor trays, instruments, implants, or supplies that are consigned.

MUHC Spine Cap Pricing Formulary

Cap Code	Category	New Cap Price
1 42321611-SPINAL PLATES		
1A	Plate, Anterior Cervical (1 Level)	700
1B	Plate, Anterior Cervical (2 Level)	800
1C	Plate, Anterior Cervical (3 Level)	900
1D	Plate, Anterior Cervical (4 Level)	950
1E	Plate, Anterior Cervical (5 Level)	1000
1F	Plate Anterior Cervical Zero Profile (1 Level)	705
1G	Plate Anterior Cervical Zero Profile (2 Level)	815
1H	Plate, Anterior Cervical Dynamic/Translational (1 Level)	800
1I	Plate, Anterior Cervical Dynamic/Translational (2 Level)	850
1J	Plate, Anterior Cervical Dynamic/Translational (3 Level)	1225
1K	Plate, Anterior Cervical Dynamic/Translational (4 Level)	1300
1L	Plate, Anterior Cervical Dynamic/Translational (5 Level)	1425
1M	Plate Corpectomy Dynamic/Translational <58MM	1200
1N	Plate Corpectomy Dynamic/Translational >62MM	1120
1O	Plate Corpectomy Dynamic/Translational >82MM	1184
1P	Anterior Lumbar One Level	2800
1Q	Anterior Lumbar Two Level	2090
1R	Anterior Lumbar/Sacral One Level Ti	2044
1S	Anterior Lumbar/Sacral Two Level Ti	3500
1T	Laminoplasty Plate Standard	430
1U	Laminoplasty Base/ Hinge Plate	550
1V	Laminoplasty Plate Expandable	900
1W	OC Midline Plate	2295
1X	Occipital Pre-Contoured (one line plate) (Bilateral curved)	1250
1Z	Occipital Straight (Bilateral straight)	1250
1AA	Occipital Plate Adjustable	2835
3 Plate Screws		

3A	Standard Screw (Cervical)	136
3B	Lumbar Screw	275
3C	Occipital Screw	135
3D	Laminoplasty Screw	60
3E	Interbody Spacer Stand Alone Cervical Plate Screw	129
3F	interbody Spacer Stand Alone Lumbar Plate Screw	165
3G	Staple Screw	220
4	Pedicle Screws	
4A	Monoaxial/Fixed Angle Non-cannulated	665
4B	Multiaxial/Poly Non-cannulated	750
4C	Facet Screw	500
4E	MIS/Cannulated Multiaxial/Polyaxial	960
4F	MIS/Cannulated Reduction Monoaxial/Fixed Extended Tab	1050
4G	MIS Monoaxial/Fixed Cannulated	1035
4H	Iliac Multiaxial/Polyaxial	475
4I	Iliac Monoaxial/Fixed	455
4J	Reduction Multiaxial /Polyaxial Non-cannulated Ext Tab	235
4K	Reduction/Monoaxial/Fixed Non-Cannulated/Uniplanar Non-Cannulated	800
4M	Uniplanar/Non-cannulated	800
4P	Uniplanar cannulated	680
4Q	Cannulated, Fenestrated Screws	1125
5	Screw Assembly MIS components Price to = Assembled Unit	
5A	Stem/Post Mono/Fixed	425
5B	Tulip/Collar/Head	275
5C	Stem/Post MAS/Poly Non-Cannulated	425
5D	Stem/Post MIS Cannulated	420
5E	Tulip/Collar/Head Reduction	525
5F	End Cap, Set Screw, or Blocker	40
5G	End Cap, Set Screw, or Blocker Reduction	60
5H	Nut	50
5I	Block Sacral Deformity	50
5J	Occipital Screw connector	510

5L	Washer/OC Lateral	150
6 42321607-SPINAL HOOKS		
6A	Pedicle/Standard/Laminar/Ext Lam/Traverse/Supra/Low Profile (All Metals)	525
	Wide/Narrow/Angled Blade/Long Arm	530
6B	Extended Tab/Revision	550
6C	Hook J (includes set screw 1883-12-00)	350
7 42321609-SPINAL RODS		
7A	Rod, Standard ≤ 240 mm, (Straight, tapered, threaded, hex, or curved) Ti	175
7B	Rod, Standard ≤ 240 mm, (Straight, tapered, threaded, hex, or curved) CoCr /PEEK	200
7C	Rod, Standard ≤ 240 mm, (Straight, tapered, threaded, hex, or curved) Stainless Steel	150
7D	Rod, Standard >240 mm, (Straight, tapered, threaded, hex, or curved) CoCr/Ti/PEEK	350
7E	Rod, Standard >240 mm, (Straight, tapered, threaded, hex, or curved) Stainless Steel	275
7F	Rod OC adjustable ≤ 240 mm	250
7G	Rod OC Pre-Curved ≤ 240 MM	230
7H	Rod OC ≤ 240 mm CoCr	250
7J	MIS Rods CoCr Ti Peek	230
8 42321616-SPINAL CONNECTORS OR COUPLERS		
8A	Rod Connector Crosslink, Cross Bar, or Bridge Fixed	700
8B	Rod Connector, rod to rod	500
8C	Rod Connector Multi Angulation (MA)/Span poly	650
8D	MAS to MAS Clip	200
	MAS to MAS Extension	375
8E	Cable Connector	375
8F	Rod to Screw	695
8G	Connector with attached Rod	830
8H	Traverse Bar	330
42321605-SPINAL INTERBODY CAGES OR SPACERS		

9 Non-Allograft Interbody Spacers		
9A	ACDF Interbody Spacer	1000
9B	ALIF Interbody Spacer	4250
9C	XLIF/DILF Interbody Spacer	4200
9D	PLIF/TLIF Interbody Spacer	3046
10 Non-Expandable Corpectomy Cage Stacking		
10A	Top All sizes and functions	1260
10B	Middle/Body 10,20, 30, 40 MM High	700
10C	Bottom <13MM High	1400
10D	Body Parallel/Lordotic 18-34MM High	3200
10E	Body Parallel/Lordotic 36-66MM High	3500
11 Non-Expandable Corpectomy Cage Mesh		
42321612-SPINAL SLEEVE RINGS OR END CAPS		
11A	Press Fit <15MM	125
11B	Fixation required (screws) ≤ 26MM Dia	175
11C	Press Fit ≥ 1600-26MM	400
Mesh Body		
10-15MM Diameter		
11D	<19MM H	1100
11E	20-24MM H	1500
11F	32MM H	2300
11G	40MM H	2300
11H	80MM H	4000
11I	88MM H	3838
11J	150MM H	3784
16 Diameter		
11K	40Mm H	2800
11L	80MM H	4000
17-26MM Diameter		
11M	<14MM H	2500
11N	20-28MM H	3400

11O	30MM H	3600
11P	32-36 MM H	3900
11Q	40MM H	3000
11R	44--48MM H	4400
11S	52-80 MM H	4500
11T	88H	5800
11U	120MM H	4412
11V	150MM H	6100
12 Expandable Corpectomy Cage Peek		
	Endplate, Ring, Cap	
12A		910
	Body	
12B	21MM DIA X 22-33MM H	4900
12C	27MM DIAM X 22-43MM H	4370
12D	21 Diam X 29-77MM H	4360
12E	21MM DIAM X 73-121MM H	4350
12F	27 MM DIAM X 73-121MM H	4665
	Integrated (inlay and 2 endplates one unit)	
12G		4860
13 Expandable Corpectomy Cage - METAL		
	Endplate, Ring, Cap	
13A	12-16MM Round	250
13B	20 Round 5 Deg	250
13C	20 Oval 5 & 10 Deg	250
13D	25 Oval 5 & 10 Deg	250
13E	25 Round 5 Deg	250
13F	18MM 0,3,8 Deg	250
13G	22MM 0,3,8,15 Deg	250
13H	Closed 22MM 20,25,30 Deg	250
13I	13,16,19,22,25,92MM 0,4,8,15 Deg	250
	Extension all sizes and functions	
13J	18,22MM	200

	Body	
	Locking	
13K	18,22MM Dia x 20-37MM High	4000
13L	18 X 20,25,32MM Locking	4000
13M	22 X 25,32,37MM Locking	4000
13N	13,19,22,25, Dia X 21,25,3.1,37,48,68 MM High	5000
13O	13 X 16,17,19,20,22,23,26,28MM Locking	5000
13P	13,16 x 16,19,22,26,28MM Locking	4535
13Q	13,16,19 X 19,23,28,32,33,36,41MM Locking	5000
13R	19 X 47,69MM Locking	5000
13S	22 X 21,25,31,37MM Locking	4465
13T	25 X 21,25,31,37MM Locking	4935
13U	22 X 48,68MM Locking	5000
13V	25 X 48,68 Locking	5000
14 Corpectomy Accessories		
14A	Locking Bolt screw and Nut	330
14B	Nut	50
14C	Locking Screw	25
14D	Endplate screw	230
15 15 Rib Based Fixation		
15A	Hook	1770
15B	Hook Cap	1065
15C	Hook Lamina (all functions)	830
15D	Hook S	300
15E	Extension hook	1607
15F	Rod S	800
15G	Connectors Extension	650
15H	Connector Parallel	535
15I	Bar Traverse	500
15J	Extension Proximal/Distal	1944
15K	Lock Distraction	470
15L	Adapter converter	2200

16 Artificial Disc Replacement Cervical		
16A	Integrated (inlay and 2 endplates one unit)	4000
16B	Insertor Tips (disposable)	125
17 Artificial Disc Replacement Lumbar		
17A	Inlay	787
17B	Endplate Unit	3150
17C	Integrated (inlay and 2 endplates one unit)	4000
18 Accessories		
18A	Guidewire, Spinal K-Wire (Sharp or Blunt)	35
18B	Guidewire, Nitinol Blunt and Sharp	100
18C	Guidewire, Trocar Tip	50
18D	Light Cable	175
18E	Probe ball tip NIMS	125
18F	Xpak Probe Guidewire NIMS	150
18G	Illumination System MAST Quadrant NIMS	182
18H	Knife Bayonet Discectomy NIMS	200
18I	Staple Single	300
18J	Staple Dual	600
18K	Staple Expandable 2 Prong	396
18KA	Staple Expandable 4 Prong	404
18L	Targeting (Jamshidi) Needle	40
18M	Targeting Dilator	240
18N	Anchoring Pin (Temporary)	100
18O	Wie Button See expedium 5.5	70
18P	Drill Bit	125
18Q	Trajectory Biopsy Kit	400
18R	Retractor Post	70
18S	Tubular Retractor Disposable	175
18T	Bayoneted Bovie Disposable	175
19 Tethering		
19A	Tethering Cord	900
19B	Tethering Spacer	500

19D	Tethering Screw	500
19E	Tethering set screw	100
20	42321622-SPINAL IMPLANT KITS OR SYSTEMS	
20A	Anterior Cervical Discectomy and Fusion Set LVL 1: Set to include; 1 plate, 4 screws	1280
20B	Anterior Cervical Discectomy and Fusion Set LVL 2: Set to include; 1 plate, 6 screws	1650
20C	Anterior Cervical Discectomy and Fusion Set LVL3: Set to include; 1 plate, 8 screws	2000
20D	Anterior Cervical Discectomy and Fusion Set LVL 1 w/ cage: Set to include; 1 plate, 4 screws, 1 interbody	2000
20E	Anterior Cervical Discectomy and Fusion Set LVL 2 w/ cage: Set to include; 1 plate, 6 screws, 2 interbody	3085
20F	Anterior Cervical Discectomy and Fusion Set LVL3 w/ cage: Set to include; 1 plate, 8 screws, 3 interbody	4180
20G	Posterior Lumbar Fusion Set LVL 1: Set to include; 4 pedicle screws, 4 set screws, 2 rods	3400
20H	Posterior Lumbar Fusion Set LVL 2: Set to include; 6 pedicle screws, 6 set screws, 2 rods	5100
20I	Posterior Lumbar Fusion Set LVL 1 w/ standard cage: Set to include; 4 pedicle screws, 4 set screws, 2 rods, 1 interbody	5800
20J	Posterior Lumbar Fusion Set LVL 2 w/ standard cage: Set to include; 6 pedicle screws, 6 set screws, 2 rods, 2 interbody	7200

MU Health Care has established a capitated component cost for spinal implants and associated accessory products. These are the only acceptable categories; pricing must fall within these categories. This capitated price will include all instrumentation used in the procedure from said vendor. Each category has a Capitated Component Price (the cost MU Health Care is willing to pay).

Vendor may request a copy of the formulary in excel format from the Director of MUHC Supply Chain Operations.

MU Health Care will award utilization to Vendors who match or beat the ceiling cost for the given category. **If you cannot match or beat the ceiling price, your company will not be considered a supplier. A vendor may resubmit the Capitated Component Pricing Agreement for consideration after.**

Capitated Component Pricing Agreement must be completed. If a Vendor does not provide Capitated Component Pricing, we will assume that your company cannot comply with a capitated component price scenario.

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.

The Curators of the University of Missouri
on behalf of
MU Health Care

Respondent Vendor Name

ACCEPTED BY:

ACCEPTED BY:

Print Name

Print Name

Title

Title

Date

Date