

**REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
COMPOUNDED PHARMACEUTICALS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MU HEALTH CARE
RFB # 31128
DUE DATE: MAY 7, 2021
TIME: 3:00 P.M. CST**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:
Megan Kampeter
Strategic Sourcing Specialist
MU Health Care Supply Chain
2401 LeMone Industrial Blvd
Columbia, MO 65201

Date Issued: April 26, 2021

RFB # 31128

COMPOUNDED PHARMACEUTICALS

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NOTICE TO BIDDERS

The University of Missouri requests bids for the Furnishing and Delivery of **Compounded Pharmaceuticals, RFB #31128** which will be received by the undersigned at MU Health Care Supply Chain, until **MAY 7, 2021 at 3:00 p.m. CST. The University assumes no responsibility for any vendor's on-time receipt at the designated location for bid opening. Faxed or emailed responses will not be considered.**

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

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

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

*Megan Kampeter
MU Health Care Supply Chain
2401 LeMone Industrial Blvd
Columbia, Missouri 65201
merr38@health.missouri.edu*

All questions regarding the RFB must be received no later than 3:00 p.m. CST on April 30, 2020.

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

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Megan Kampeter
Strategic Sourcing Specialist
MU Health Care Supply Chain
2401 LeMone Industrial Blvd
Columbia, MO 65201

UNIVERSITY OF MISSOURI

**REQUEST FOR BID (RFB)
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO BIDDERS**

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 bid response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. As long as quality is equal, preference by a differential not to exceed 5% shall be given. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **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 bidder 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 RFB (see Attachment A). The Bidder must describe what suppliers and/or how the Bidder will achieve the Supplier Diversity goals. Evaluation of bids shall include the proposed level of Supplier Diversity participation.

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

The University will monitor the supplier/contractor's compliance in meeting the Supplier Diversity participation levels committed to in the awarded bid. If the supplier/ contractor'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/contractor 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:** 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).

Bidders understand and agree that the Curators of the University of Missouri, in the operation of MU Health Care, 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 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 bidders 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 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 Bidders

1. **Request for Bid (RFB) Document:** Bidders are expected to examine the complete RFB document and all attachments including drawings, specifications, and instructions. Failure to do so is at Bidders' risk. It is the Bidders' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFB appear to be ambiguous, contradictory, and/or arbitrary.

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

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

2. **Preparation of Request for Bids:** All Request for Bids 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 Bid #31128 for Compounded Pharmaceuticals, mailed and/or delivered to MU Health Care Supply Chain, 2401 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Megan Kampeter.**

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

Unless otherwise specifically stated in the RFB, all specifications and requirements constitute minimum requirements. All Requests for Bids 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 RFB 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 RFB 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. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids 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 Bid 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 bid price.

Time will be of the essence for any orders placed as a result of this RFB. 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 bidder's bid response and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bid shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

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

By submitting a bid, the Bidder agrees to provide the specified equipment, supplies and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Bidder certifies that: (1) the bid 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 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; (3) the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; (4) the Bidder has not sought by collusion or otherwise to obtain any advantage over any other Bidder or over the University.

Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing prior to the exact date and time set for the RFB 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 bid. The modification must be submitted in a sealed envelope marked "Bid Modification" and clearly identifying the RFB title, RFB number and closing date and time. Bids may not be modified after the RFB closing date and time. Telephone and facsimile modifications are not permitted.

Bids 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 RFB closing. Bids may be withdrawn in person before the RFB closing upon presentation of proper identification. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

All bids, information, and materials received by the University in connection with a RFB response shall be deemed open records pursuant to 610.021 RSMo. If a Bidder believes any of the information contained in the Bidder's response is exempt from 610.021 RSMo, the Bidder'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 Bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Bidder's response in order to verify the intent. The Bidder 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 bidder whose product or service meets the terms, conditions, and specifications of the RFB and whose bid is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and regulations; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's equipment, supplies and/or services to the required use; the ability of the bidder to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Strategic Sourcing Specialist.

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 bids and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Bidder(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 Notice to Bidders, Specifications and Addenda, Exhibits, Request for Bid Form, Form of Contract, 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 RFB, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

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

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 this 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.

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 RFB, and any Agreement resulting from this solicitation, shall be for use by any of the MU 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. MU Health Care has various affiliates and is also a member of a collaborative called Health Network of Missouri, which includes five other member hospitals: Bothwell Regional Health Center, Capital Region Medical Center, Hannibal Regional Healthcare System, Lake Regional Health System and Compass Health Network.

MU Health Care seeks to make the pricing of this contract available to MUHC's affiliates and Health Network of Missouri members. Unless specifically included in the scope of the request for bid, 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 RFB. Bidders shall further understand and agree that participation by affiliates and/or Health Network of Missouri members is discretionary on the part of these institutions, and MU Health Care bears no financial responsibility for any payments due to awarded supplier by such entities, nor will MU Health Care be responsible for contract administration for other organizations.

**UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of MU Health Care (hereinafter referred to as "MUHC") with an organization (hereinafter referred to as "Supplier"), to provide Compounded Pharmaceuticals as described herein.

2. SCOPE

MUHC is seeking bids from suppliers to provide Fentanyl, Norepinephrine and Vancomycin Pharmaceuticals. The awarded supplier will be the principle supplier for these medications during the term of the contract.

Other pharmaceuticals manufactured by the awarded supplier may be added to this contract during the term of the contract as applicable.

3. BACKGROUND INFORMATION

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.

4. CONTRACT PERIOD

The contract period shall be from the date of award for one (1) year with the option to renew for four (4) additional one-year periods. **A signed agreement does not constitute a guarantee on the part of MU Health Care for a minimum order volume of requested pharmaceuticals.**

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

5. PAYMENT TERMS AND CONDITIONS

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 bidder must be clearly stated and may or may not be accepted by the University.

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

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

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

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

6. INSTRUCTIONS FOR BID RESPONSE

Bidders are required to fully respond with compliance statements to each of the specifications. Bidders 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 bidder's response from further consideration.

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

Bids are to be submitted in two (2) copies: one (1) original and one (1) electronic copy via flash drive (not password protected). If there is a vendor related contract that must be signed as part of doing business, it should be included with the bid response.

Bidder must complete and return the MUHC Bid Form with their bid response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of bid. **All bids must be enclosed in a sealed envelope plainly marked: Request for Bid #31128 for Compounded Pharmaceuticals, mailed and/or delivered to MU Health Care Supply Chain, 2401 LeMone Industrial Blvd., Columbia, MO 65201, Attn: Megan Kampeter.**

7. EVALUATION AND CRITERIA FOR AWARD OF BID

The bid will be awarded based upon low bid meeting the specifications.

8. SPECIFICATIONS/REQUIREMENTS

Bidders must meet all requirements in this section in order to be considered for evaluation and award. Please indicate your acceptance of each requirement.

- a. Supplier will supply Fentanyl, Norepinephrine, and Vancomycin compounded pharmaceuticals. Yes_____ No_____
- b. Supplier must hold approved New Drug Applications (NDA) or Abbreviated New Drug Application (ANDA) for products. Yes_____ No_____
- c. Supplier must have an active and unrestricted 503B Outsourcing Facility registered through the Food and Drug Administration (FDA), Manufacturing License through the Drug Enforcement Agency (DEA) and Drug Outsourcer License through the Missouri Board of Pharmacy. Yes_____ No_____
- d. Unless exceptions are made such as for biological, all shipments of medications must have a minimum of six months dating as of delivery. Yes_____ No_____
- e. Supplier must provide telephonic or online interface for ordering and returns. Yes_____ No _____
- f. Supplier will maintain a dedicated supply of product for MUHC and an inventory threshold of finished product based upon forecasting by MUHC. Yes_____ No _____
- g. Supplier will provide next day local delivery to all orders placed prior to 1700. Yes_____ No _____

REQUEST FOR BID FORM
REQUEST FOR BID
FOR
FURNISHING AND DELIVERY
OF
COMPOUNDED PHARMACEUTICALS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
MU HEALTH CARE
RFB # 31128
DUE DATE: MAY 7, 2021
TIME: 3:00 P.M., CST

The undersigned proposes to furnish the following items and/or services in accordance with all requirements and specifications contained within this Request for Bid issued by MU Health Care.

- 1. State detailed pharmaceutical pricing schedules for**
 - a. Fentanyl Citrate 50mcg/mL (2,500 Total Dose) 50mL in 50mL BD Syringe**
 - b. Norepinephrine 8mg added to 250mL 0.9% Sodium Chloride Injection**
 - c. Vancomycin 750mg added to 250mL 0.9% Sodium Chloride Injection**
 - d. Vancomycin 1,000mg added to 250mL 0.9% Sodium Chloride Injection**
 - e. Vancomycin 1,250mg added to 250mL 0.9% Sodium Chloride Injection**
 - f. Vancomycin 1,500mg added to 500mL 0.9% Sodium Chloride Injection**
 - g. Vancomycin 1,750mg added to 500mL 0.9% Sodium Chloride Injection**
 - h. Vancomycin 2,000mg added to 500mL 0.9% Sodium Chloride Injection**
 - i. Vancomycin 2,500mg added to 500mL 0.9% Sodium Chloride Injection**

- 2. Provide any vendor required form(s) and/or agreement(s) for MU Health Care review/execution for access to purchase requested pharmaceuticals.**

AUTHORIZED BIDDER 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 bid.

**ATTACHMENT A
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?

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 BID**-----

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

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

SMALL BUSINESS CONCERN: Yes No

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

WOMAN OWNED BUSINESS (WBE): Yes No

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

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

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

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

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

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

MISSOURI FIRM: Yes No

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

BUSINESS TYPE:

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

SOLE PROPRIETORSHIP: Yes No

SUPPLIER’S CERTIFICATION:

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

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____

**ATTACHMENT C
PHYSICIAN SELF-REFERRAL QUESTIONNAIRE**

Section I – Company Ownership

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

2. Is your company a public agency? NO____ YES____

Section II – Physician Relationship

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

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

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

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

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

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

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

Company Name

Signature

Date

Print Name

Title