



MU Health Care (MUHC) Supply Chain

BID REQUEST NO.: 31130
TITLE: Antigens
ISSUE DATE: May 17, 2021

SOURCING CONTACT: Meg Kampeter
PHONE NO.: 573-884-1546
E-MAIL: merr38@health.missouri.edu

BID DUE DATE: May 28, 2021 AT 3:00 PM CST

MAILING INSTRUCTIONS: Bids must be submitted in a PDF format electronically and Excel price file via email to merr38@health.missouri.edu with the subject line labeled and identified as RFB #31130. Please allow transmittal time to ensure your bid is received no later than the time stated above. MUHC assumes no responsibility for any bidder’s on-time receipt of their bid response.

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to MUHC prior to this request for bid are void and will not be considered.

The bidder agrees the language of this bid document shall govern in the event of a conflict with supplier’s bid response. The bidder further agrees that upon receipt of an authorized purchase order from MUHC or when a Notice of Award is signed and issued by an authorized official of MUHC, a binding contract shall exist between the bidder and The Curators of the University of Missouri on behalf of MUHC.

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

Meg Kampeter, Strategic Sourcing Specialist
MU Health Care Supply Chain
2400 LeMone Industrial Blvd.
Columbia, MO 65201
Merr38@health.missouri.edu

All questions regarding the RFB must be received no later than May 21, 2021 at 3:00 PM CST.

MU Health Care reserves the right to waive any informalities in Request for Bids and to reject any or all bids.

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.

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by MU Health Care, this Bid Request and Bid and the MU Health Care Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

- 1.** No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, they may submit to MU Health Care a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. MU Health Care will not be responsible for any other explanation or interpretations of the proposed documents.
- 2.** MU Health Care reserves the right to reject any and all bids and to waive any informality in bids.
- 3.** Whenever the name of a manufacturer or vendor is mentioned herein and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution", MU Health Care assumes that items bid as equal are equal. MU Health Care reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and supplier agrees to replace such items with satisfactory items at the original bid price.
- 4.** Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
- 5.** All items bid shall be new unless otherwise specified by MU Health Care.
- 6.** Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by MU Health Care unless otherwise specified.
- 7.** Materials and services furnished to MU Health Care are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
- 8.** Prices quoted are to be firm and final, and prices shall be stated in units of quantity specified with packing and drayage charges included.
- 9.** Shipments shall be marked as directed on the Purchase Order.
- 10.** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.
- 11.** MU Health Care will not be responsible for articles or services furnished without a Purchase Order.
- 12.** Risk of loss or damage to the goods prior to the time of their receipt and acceptance by MU Health Care is upon the supplier.
- 13.** All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to MU Health Care.
- 14.** Supplier agrees to defend, protect, and save MU Health Care harmless from all claims and actions arising out of patent infringement.
- 15.** MU Health Care reserves the right to cancel all or any part of orders if shipment is not made as promised. Supplier shall notify MU Health Care if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
- 16.** The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
- 17.** Samples, when required, are to be furnished prior to the date specified for receipt of bids.
- 18.** In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the MU Health Care Executive Director of Supply Chain shall be final and binding upon both parties.
- 19.** MU Health Care reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of MU Health Care. If a split award is not acceptable to a bidder, it must be stated in the bid response.

- 20.** In awarding the contract, MU Health Care may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of the bid.
- 21.** In the event time and materials are a portion of this bid, MU Health Care reserves the right to audit supplier's records concerning this bid.
- 22.** All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standards. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder, the bidder must notify MU Health Care immediately in writing.
- 23.** MU Health Care serves from time to time as 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.
- 24.** As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, MU Health Care requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide MU Health Care with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to MU Health Care; and (4) indemnify and hold MU Health Care harmless in the event of any claims arising from inaccessibility.
- 25.** Bidder 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).
- 26.** If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of MU Health Care. All services provided pursuant to this bid 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 Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify MU Health Care of any imposed exclusions or sanctions covered by this representation.
- 27.** If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
- 28.** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded supplier 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.
- 29.** 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. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
- 30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, 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.

- 31.** Due to the changing nature of the COVID-19 pandemic, awarded supplier will monitor and comply with CDC and other federal, state and local guidance; modifications to MU Health Care operating procedures; and directives of MU Health Care relating to protection of the health and safety of the MU Health Care community.
NOTIFICATION TO MU HEALTH CARE IN EVENT OF POSITIVE COVID-19 CASE: In the event any of the successful Contractor's personnel who have or are presently performing services for MU Health Care (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify MU Health Care designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist MU Health Care in identifying any other persons on the MU Health Care campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on MU Health Care's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.
- 32.** Suppliers shall refrain in offering any offers of gifts to MU Health Care and all MU Health Care employees in accordance with University of Missouri Policy, #26301, Suppliers.
- 33.** MU Health Care reserves the right, in its best interest as determined by MU Health Care, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- 34.** 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 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. MU Health Care may withhold payment or make such deductions as may be necessary to protect MU Health Care 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 MU Health Care 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 may not occur unless this information has been provided. MU Health Care 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. No additional fees shall be charged for the use of MU Health Care credit cards.
- 35.** The intended coverage of this RFB, and any contract resulting from this solicitation, shall be for the use by any MU Health Care location. 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 terms and prices of this bid available to MU Health Care'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 is highly desired, however it is at the discretion of the awarded supplier and shall not be considered in the award of this bid. The bidder 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 the supplier by such entities, nor will MU Health Care be responsible for contract administration for the other organizations.

**MU HEALTH CARE
SPECIAL CONDITIONS & DETAILED SPECIFICATIONS**

MU Health Care Supply Chain is requesting bids for the furnishing and delivery of **antigens** for University of Missouri Health Care ENT and Allergy Center and the newly incorporated services performed by MU at Capital Region Medical Center.

All quantities are estimated based upon anticipated needs. MUHC reserves the right to order more or less as needed. Instructions for ordering will be provided at time of notice of award and/or issuance of purchase order.

AWARD:

The award will be based on availability and pricing. MUHC reserves the right to award an order to the lowest aggregate bidder(s) for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of MUHC. **If a split award is not acceptable to a bidder, it must be stated in the bid response. This is an all play bid and will go to multiple vendors.**

Note: MUHC reserves the right to negotiate best and final terms with the bidder selected.

CONTRACT TERM:

The contract period shall be from date of award for two (2) years with the option to renew for three (3) additional one-year periods.

Pricing shall remain firm for the initial term of the contract. Each bidder is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the bids.

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 MU Health Care determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, MU Health Care reserves the right to cancel this contract with thirty (30) days' notice.

DETAILED SPECIFICATIONS AND PRICING (The following are minimum specifications.):

Utilize the attached Excel spreadsheet for entry of antigen and supply pricing details. Must return spreadsheet with completed bid.

BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE.

**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 Minority and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 1. Supplier's Total Revenues: \$10,000,000
 2. Revenues from University \$: \$ 4,000,000
 3. University % of Total Revenues: 40% (#2 divided by #1)
 4. Total Minority and Diverse owned Dollars \$: \$ 400,000
 5. University % Attributable Revenue: 1% (#4 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Minority and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse subcontracting, publicize bid opportunities, provide certification assistance, etc.?) 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 Minority 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.

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

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

SMALL BUSINESS CONCERN: Yes No

NOTE: 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

NOTE: 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

NOTE: 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.

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh

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.

Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

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.

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.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE Yes No

NOTE: 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.

MISSOURI FIRM: Yes No

NOTE: 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.

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 Form: _____

Title: _____ Date: _____