

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
RETAIL PHARMACY SOFTWARE SOLUTION
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI HEALTH CARE
RFP # 23104
DUE DATE: AUGUST 1, 2023
TIME: 2:00 PM CDT**

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

Dated: June 28, 2023

RFP # 23104

RETAIL PHARMACY SOFTWARE SOLUTION

INDEX

CONTENTS

Notice to Respondents..... Page 3

General Terms and Conditions & Instructions to Respondents..... Page 4

Detailed Specifications and Special Conditions..... Page 14

Proposal Form..... Page 26

Attachment A Supplier Diversity Participation Form..... Page 28

Attachment B Supplier Registration Information Page 30

Attachment C Procurement IT Security Requirements Excel Doc. Page 30

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of RETAIL PHARMACY SOFTWARE SOLUTION, **RFP #23104** which will be received by the undersigned at UM Supply Chain, until **AUGUST 1, 2023 at 2:00 PM CDT**. **The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website:

<http://www.umsystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

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

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

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

All questions regarding the RFP must be received no later than 12:00 PM CDT on July 12, 2023.

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

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

UNIVERSITY OF MISSOURI/MU HEALTH CARE GENERAL TERMS AND CONDITIONS

Except as otherwise specifically provided herein:

- “University” shall refer to The Curators of the University of Missouri.
- “Respondent” refers to the person or entity that is responding to this Solicitation.
- “Supplier” shall mean the successful Respondent(s) awarded a Contract as a result of this Solicitation.
- “Solicitation” shall mean the Request for Quotation, Request for Qualification, Request for Bids, Request for Proposal, or other competitive procurement process for which Respondent is submitting a response.
- “Contract” shall mean the contract awarded pursuant to this Solicitation.

1. **Governing Laws and Regulations:** Any Contract issued as a result of this Solicitation shall be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles. Any action to enforce the provisions of a Contract issued as a result of this Solicitation shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. Additionally, the Supplier shall comply with all local, state, and federal laws, ordinances and regulations related to the performance of the Contract to the extent that the same may be applicable.
2. **Taxes:** The Supplier 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.
3. **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). Neither the issuance of this Solicitation, resulting Contract nor any other conduct, action or inaction of any University representative relating to the Solicitation and any resulting Contract is a waiver of sovereign immunity by the University. Any indemnity language in proposed terms and conditions will be modified to conform to language acceptable to the University.
4. **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. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the Respondent 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.
5. **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 the awarded Contract, the University reserves the right to cancel the Contract with 30 days' notice.

6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services as a result of this Solicitation, the Supplier and all subcontractors shall not discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law. The Supplier 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, certain veterans and based on sexual orientation and gender identity, and shall comply with such laws, rules and regulations as each may be amended from time to time. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government and/or State of Missouri. Accordingly, the provider of goods and/or services shall comply with federal and state 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), certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507), and work authorization programs including E-Verify (Immigration Reform and Control Act of 1986). Supplier shall comply with contract clauses required by the Government in such circumstances, and such clauses are incorporated herein by reference.

8. **OSHA requirements:** All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. 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 at the time of submission of the response. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the Supplier is awarded the Contract hereunder, the Supplier must notify UM Procurement immediately in writing.

9. **Anti-Discrimination Against Israel Act:** If the Contract resulting from this Solicitation involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if 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 the Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

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, then the following provisions apply: (i) Supplier agrees to maintain and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier 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 any other regulatory agency; (ii) Supplier represents that it is not excluded from participating in federal health care programs including Medicare and Medicaid, and is not debarred or suspended or listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs; Supplier will notify University if it becomes excluded, debarred, or suspended during the term of the resulting Contract, Supplier will correct any breach of warranty at Supplier's sole expense. University does not waive any warranty by acceptance of goods, services or payment, and reserves all rights and remedies; and (iii) If the Supplier should be deemed a subcontractor of the University subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1), Supplier shall, until the expiration of four years after the furnishing of services pursuant to the resulting Contract, make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U. S. Comptroller General, or any of their duly authorized representatives, a copy of the resulting Contract and the books, documents and records of services that are necessary to certify the nature and extent of the costs incurred under this resulting Contract by Supplier. If services or any duties of the resulting Contract are through a subcontractor with a value or cost of \$10,000 or more over a 12-month period with a third party, such subcontract shall contain a clause to the effect that should the third party be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the third party shall make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U. S. Comptroller General, or any of their duly authorized representatives, a copy of the subcontract and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this resulting Contract by Supplier. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either Party as a result of this resulting Contract; (iv) In relation to and for purposes of compliance with the "Stark" law, 42 U.S.C. § 1395nn, Supplier represents and warrants that: (i) it is not

a physician owned distributor or “POD”, (ii) it is not owned by one or more providers or physicians (as defined by the Stark law), and (iii) there are no physicians or providers with investment interests in the Supplier, in the case of (ii) and (iii) where any such ownership or investment interest would cause this arrangement to create a financial relationship between a “DHS entity” and a physician (hereinafter a “Stark Entity”). In the event the above representation and warranty changes so that it is inaccurate, Supplier will provide University with prompt written notice and the parties will negotiate any amendments to this Agreement necessary to ensure compliance with the Stark law.

12. **Excluded Individuals/Entities:** 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.
13. **Compliance with CDC Guidelines (if applicable):** Supplier will monitor and comply with CDC and other federal, state, and local guidance related to any pandemic or global health concern; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.
14. **Inventions, Patents, and Copyrights:** The Supplier 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 Supplier shall indemnify, 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 Supplier’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 Supplier shall execute such documents as the University may require for the perfection thereof.
15. **Gifts:** Any Respondent to this Solicitation or Supplier shall refrain from offering any offers of gifts to the University, and all University of Missouri employee’s, in accordance with University of Missouri Policy #26301, Suppliers.
16. **Third Party Software:** If the resulting Contract contemplates or requires the use of third-party software, Supplier represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of the resulting Contract or that it has authority to modify such third-party software’s terms and conditions to be subordinate to the resulting Contract. Supplier shall indemnify and defend University against all claims resulting from an assertion that any such third-party terms and conditions are not in accord with, or subordinate to, the resulting Contract.
17. **University Premises:** If this resulting Contract requires Supplier’s presence on University’s premises or in University’s facilities, Supplier will cause its employees, representatives, agents, and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and

policies, including but not limited to those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

18. **Use of University Marks:** Supplier shall not use the name or indicia of the University, nor of any of University's employees, in any manner of publicity, advertising, or news releases without prior written approval of the University.
19. **Debarment and Suspension Certification:** The Supplier 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).
20. **Cooperative Purchasing:** The intended coverage of this Solicitation, and any Agreement 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.

MU Health Care (MUHC) seeks to make the terms and prices of this Contract available to MUHC's affiliates and Health Network of Missouri members. Unless specifically included in the scope of this Solicitation, extension of the terms and prices to any or all affiliates and/or Health Network of Missouri members is at the discretion of Supplier and shall not be considered in the award of this Contract. The contractor 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 contractor by such entities, nor will the University be responsible for contract administration for other institutions.

21. **Contract Assignment:** 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.
22. **Contract Termination for Cause:** In the event the Supplier violates any provisions of the resulting Contract, the University may serve written notice upon Supplier 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 Supplier; but the liability of Supplier 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.
23. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the resulting Contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
24. **Force Majeure:** University shall not be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of University. Such causes shall include, without limitation, war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil

commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies, and the like.

25. **Warranty and Acceptance:** The Supplier 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 Solicitation, (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 Supplier upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

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.

26. **Accounting Practices:** The Supplier 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 Supplier 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. In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.

27. **Personal Information:** If Respondent provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, Respondent understands and agrees that it is voluntarily choosing to seek a contract with the University and providing such information for that purpose. The University will treat such personal information in accord with §105.1500, RSMo. Respondent acknowledges that the University (1) is not requesting such personal information be submitted by Respondent in response to the Solicitation, (2) it does need Respondent's personal information, and (3) should Respondent choose to submit personal information in its response, it must be clearly marked.

UNIVERSITY OF MISSOURI/MU HEALTH CARE INSTRUCTIONS TO RESPONDENTS

- “University” shall refer to The Curators of the University of Missouri.
- “Respondent” refers to the organization that is interested in or responds to this Solicitation.
- “Supplier” shall mean the successful Respondent(s) awarded a Contract as a result of this Solicitation.
- “Solicitation” shall mean the Request for Quotation, Request for Qualification, Request for Bids, Request for Proposal, or other competitive procurement process for which Respondent is submitting a response.
- “Contract” shall mean the contract awarded pursuant to this Solicitation.

1. **Solicitation Document:** Respondents are expected to examine the complete Solicitation document and all attachments including, but not limited to, drawings, specifications, and instructions. Failure to do so is at Respondents’ risk. It is Respondents’ responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the Solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the Solicitation to a single source.

Any and all communications from Respondents regarding specifications, requirements, or the Solicitation process should be directed to the University buyer of record referenced.

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

2. **Preparation of Solicitations:** All Solicitation responses must be submitted in the format as specified in the detailed specifications. To receive consideration, Solicitation responses must be received prior to the due date and time stated.

Unless otherwise specifically stated in the Solicitation, all specifications and requirements constitute minimum requirements. All Solicitation 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 Solicitation clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Solicitation, all pricing submitted in response to this Solicitation is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do

not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the solicitation financial form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at Supplier's expense, all items that are furnished which are not acceptable as equals to items specified and Supplier agrees to replace such items with satisfactory items at the original proposed price.

Time will be of the essence for any orders placed as a result of this Solicitation. 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 Suppliers response and accepted by the University. Unless otherwise specified in the detailed specifications or financial form, pricing shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed. Risk of loss damage to the goods prior to the time of their receipt and acceptance by the University is upon the Supplier.

- 3. Submission of Solicitation:** Respondent shall furnish information required by the Solicitation in the form requested. All Solicitation responses shall be submitted by a duly authorized representative of Respondent's organization.

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

If Respondent provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, Respondent understands and agrees that it is voluntarily choosing to seek a contract with the University and providing such information for that purpose. The University will treat such personal information in accord with §105.1500, RSMo. Respondent acknowledges that the University (1) is not requesting such personal information be submitted by Respondent in response to the Solicitation, (2) it does need Respondent's personal information, and (3) should Respondent choose to submit personal information in its response, it must be clearly marked.

- 4. Withdrawal of Solicitation Response:** Prior to the date and time designated for receipt of Solicitation response, Respondent may withdraw their response by providing written notification from a duly authorized representative of the Respondent and received at the designated location prior to the date and time set for the solicitation closing. Solicitation responses may be withdrawn in person before the solicitation closing upon presentation of proper identification. Respondent may not withdraw its response for a period of ninety calendar days after the time designated for receipt of Solicitation responses, unless the response contains an obvious and documented error for which it would be a manifest injustice to require Supplier to perform pursuant to such terms.
- 5. Open Records & Confidentiality:** All submissions, information, and materials received by the University in connection with a Solicitation response shall be deemed open records pursuant to 610.021 RSMo. If Respondent believes any of the information contained in Respondent's response is exempt from

610.021 RSMo, 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.

6. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the University before Contract award. Upon discovering an apparent clerical error, the University shall contact Respondent and request clarification of the intended submission. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of Respondent's response in order to verify the intent. 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 Solicitation and whose submission 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 Respondent to perform as required; whether Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of Respondent; the quality of past performance by Respondent; the previous and existing compliance by Respondent with related laws and regulations; the sufficiency of Respondent's financial resources; the availability, quality and adaptability of Respondent's equipment, supplies and/or services to the required use; the ability of Respondent to provide future maintenance, service and parts.

The University reserves the right to make multiple awards, to accept or reject any or all responses, and to waive any technicality or informality in response to the Solicitation at the University's sole discretion.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record. In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President of Management Services, UM System shall be final and binding upon all parties.

7. **Contract Award and Assignment:** The successful Respondent(s) shall enter into a Contract with the University in a form approved by the University. The Contract Documents shall include, unless otherwise specified in the resulting Contract, the Advertisement for Solicitation, Specifications and Addenda, Exhibits, Solicitation Form and Terms and Conditions, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.
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 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 line attributes or attached Detailed Specifications. 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 may not occur unless this information has been provided.

The University encourages Respondents 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 Respondents who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

9. Shipments shall be marked as directed on the resulting Purchase Order or Contract.
10. The University shall not be responsible for articles or services furnished without a Purchase Order.
11. 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 the University.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri Health Care (hereinafter referred to as "University") with an organization (hereinafter referred to as "Consultant"), to provide a **Retail Pharmacy Software Solution** as described herein. The awarded vendor will make the solution accessible to any current and/or future affiliates the contract awarded as a result of this RFP, if desired.

2. SCOPE

MU Health, a Cerner Millennium integrated system, is seeking proposals from qualified suppliers to provide, install, implement, support and maintain a proven, state of the art retail pharmacy system that provides support for MUHC Retail Pharmacy. The selected solution must operate in a highly reliable, consistently progressive solution that is market proven and is the most responsive to the rapidly evolving health care information technology requirements. The system should provide the following:

- Allows customization to meet the Pharmacy locations needs.
- Dispensing solution
 - Receive prescriptions
 - Unlimited third party processor payer
 - Pre-Verification of data
 - Prescription Filling
- Allows integrated reporting
- Integration and support interfaces
- HIPAA Compliant

VIRTUAL DEMO/PRESENTATION

Vendors will be required to provide virtual presentations to the RFP review team. Once response have been received, opened, and reviewed, invites will be sent to those vendors selected to participate in presentations if required. Anticipated dates for possible presentations August 16 – 18, 2023.

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

3. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana

Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 28,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

MU HEALTH CARE. As part of the state's premier academic health system, University of Missouri Health Care offers a full spectrum of care, ranging from primary care to highly specialized, multidisciplinary treatment for patients with the most severe illnesses and injuries. Patients from each of Missouri's 114 counties are served by approximately 640 faculty physicians, an additional 200 healthcare providers. The full complement of clinical staff includes a total of 6,000 physicians, nurses and health care professionals at MU Health Care. With initiatives such as the Culture of Yes and healthy lifestyle challenges, MU Health Care is a premier destination not only for patients, but also for job seekers.

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

4. CONTRACT PERIOD

The contract period shall be from the date of award for a one (1) year initial term with the option by the University to renew for four (4) additional annual terms.

5. INSTRUCTIONS FOR PROPOSAL RESPONSE

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

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If "no response" or insufficient response to substantiate compliance is

provided, the University reserves the sole right to reject vendor's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

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

Volume I – Functional Section is to be submitted with two (2) total copies, one (1) original paper and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

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

Volume II – Financial Section must be submitted in a separately sealed envelope with two (2) total copies, one (1) original paper, and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

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

Respondent must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response. All proposals must be enclosed in a sealed envelope plainly marked: **Request for Proposal #23104 for Retail Pharmacy Software Solution, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kyla Rogers.**

Responses to this document must address issues in the order provided.

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

Confidentiality of Information:

All records received from a Contractor will be deemed public records and presumed to be open. If the contractor submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to

the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

6. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

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

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

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

7. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS –

Liability:

The Consultant agrees to define, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person, or damages to property of others arising out of the acts or omissions of the Consultant, its employees, or agents in performance of the work under this Agreement.

Insurance:

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

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

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

Professional Liability Insurance will be provided by the Consultant to cover any claims, including but not limited to errors and omissions, which may arise from the work performed by the Consultant,

Sub-consultant, or anyone directly or indirectly employed by them. The coverage provided will not be less than \$1,000,000 per occurrence and aggregate.

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

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

8. Security Requirements for Information Technology Purchases

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

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

9. BUSINESS ASSOCIATE REQUIREMENTS

If the services requested by MUHC via this RFP 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 will be required to sign the University’s Business Associate Agreement at the time of contract execution.

10. MANDATORY CRITERIA

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

1. It is mandatory that the vendor provides and/or integrates with POS Solution. **Confirm Compliance YES _____ or NO _____**
2. PCI Certified required.
Confirm Compliance YES _____ or NO _____
3. The new solution should have the compliance status and published as Payment Application Data Security Standard (PA-DSS) compliant (must be in un-expired compliant status and listed on PCI SSC site).
Confirm Compliance YES _____ or NO _____
4. The vendor should be able to provide the AOC or SAQ based on the latest published standards on PCI SSC site.

- Confirm Compliance YES _____ or NO _____**
5. When needed, The PA-DSS verified application must utilize encrypted and tokenized method to save CHD (Card holder Data).
- Confirm Compliance YES _____ or NO _____**
6. The solution's payment processing and acquirer entities need to be accepted by MU Treasury office for any compatibility or support issues.
- Confirm Compliance YES _____ or NO _____**
7. Built-in Multifactor authentication for non-console remote access for support.
- Confirm Compliance YES _____ or NO _____**
8. Provide PCI DSS compliant solution for card not present based transactions.
- Confirm Compliance YES _____ or NO _____**
9. Provide a single, shared database for all Mizzou Pharmacy locations.
- Confirm Compliance YES _____ or NO _____**
10. The vendor's solution must have Citrix LTSR 1912 compatibility.
- Confirm Compliance YES _____ or NO _____**
11. The vendor must have experience deploying their solution in Citrix.
- Confirm Compliance YES _____ or NO _____**
12. The vendor solution must have an IVR system or integration capabilities with an existing IVR system.
- Confirm Compliance YES _____ or NO _____**
13. The vendor must have SLAs for support expectations.
- Confirm Compliance YES _____ or NO _____**
14. The vendor solution must be compatible with VMWare as a hypervisor.
- Confirm Compliance YES _____ or NO _____**
15. The vendor solution cannot utilize SQL 2022.
- Confirm Compliance YES _____ or NO _____**
16. The vendor solution server infrastructure must support at minimum the Windows 2016 operating system.
- Confirm Compliance YES _____ or NO _____**
17. It is mandatory that the solution can support the following:
- a. Vendor has adopted and implemented a secure development framework for the development of the project.
 - b. Authentication and Authorization
 - i. Role-based access.
 - ii. Multi-factor authentication (unless UM's Azure AD SSO is used). Vendor fully supports this requirement for all staff that have access to systems related to MU Health Care.
 - iii. Unique user identification (i.e., no shared accounts among users at MUHC).
 - c. Logging
 - i. Logging of authentication (unless UM's Azure AD SSO is used), both successful and failed attempts.
 - ii. Logging of access to patient information (at both a single record level and when viewed as a list).
 - iii. Logging of modification of records containing PHI.
 - iv. Logging is directly available and accessible via the application by MUHC.
 - v. Logging can be exported through an automated process or accessed via an API or file extraction.
 - d. Other Safeguards

- i. Industry accepted encryption for data-at-rest and data-in motion.
 - ii. Automatic logoff.
- e. Vendor hosted solutions (fully or partial):
 - i. Vendor has adopted and implemented industry-standard security framework and can demonstrate compliance through a 3rd party audit within the past 18 months. The audit must include both the application and system environment in scope.
 - ii. Vendor has implemented an enterprise level disaster recovery plan and plan is routinely tested.
- f. Hosted web-based applications:
 - i. Supports UM Azure AD SSO (SAML 2.0) authentication for solutions where MU Health Care workforce members access applications hosted by the vendor.
 - ii. For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten - http://www.owasp.org/index.php/OWASP_Top_Ten_Project)".

Confirm Compliance YES _____ or NO _____

11. DESIRABLE CRITERIA

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

Company Experience and References

- 1) Provide a general overview of your company's experience in providing a retail pharmacy software solution in a health system setting. Specifically illustrate experiences similar in size and scope to the MU Health.
- 2) What do you consider your market differentiator(s) for your company's retail pharmacy software solution? i.e. what features/functions set your product apart from other retail pharmacy software solutions?
- 3) Provide a current list of health systems similar in size and scope to MU Health that are currently utilizing your retail pharmacy software solution.
- 4) Provide a minimum of four (4) references of your customers that have purchased products and services similar to that being proposed in the RFP. Include contact names, telephone numbers, and physical addresses.

Features and Functionality

- 1) Point of Sale
 - a. It is desirable to obtain a Point of Sale (POS) solution. Describe your POS solution.
 - b. Explain your PCI DSS Certification level and date of expiration.
 - c. Illustrate the card holder data flow from POS to Merchant and back.
 - d. Does your POS solution have an integration with a validated P2PE solution?
 - e. How does your solution manage OTC and front-end inventory?
 1. Who hosts the data base?

- f. What methodology is used for pricing prescription and OTC medications?
- g. How are pseudoephedrine sales tracked and reported?
- h. How is sales tax charged and collected on prescription and non-prescription items?
- i. Provide a breakdown of the solutions preferred and supported hardware.

2) Clinical

- a. What is the source of clinical content and pricing files for drugs?
- b. Does your software solution print FDA-required MedGuides?
- c. How are samples and compounds accounted for and checked for drug interactions?
- d. How are immunizations documented and billed? (Medicare and other third party payers)
- e. How are medication therapy interventions managed and documented?
- f. What options are available for managing specialty medications and specialty disease states?
- g. Describe opportunities available for non-prescription billing: eCare Plans, CPESN, etc.
- h. Describe advanced tools available used for enhanced safety such as identifying dosing ranges, Medi-Span GPI, etc.

3) Workflow

- a. Explain options for bottle labels, medication leaflets and other report formats.
- b. Can your software solution search for Medicare Part D and private insurance eligibility information?
- c. Does your solution allow users at one pharmacy to assist in the workflow of other pharmacy locations within our chain?
- d. Describe basic prescription workflow through your solution? Does your solution allow pharmacists to verify the accuracy of prescriptions at two points in workflow (after data entry and after product is filled/labeled)?
- e. Describe the user security levels available and the associated security level options for each group. Provide examples for professional, technical and volunteer team members.
- f. Does your solution provide central fill as an option? Describe your solutions fill options.
- g. Do you require the use of a specific switch company for claims adjudication? Does your relationship with these vendors allow for discounted switch fees?

4) Inventory

- a. How are formulary items managed and indicated?
- b. What is the connection/interface with a wholesaler? Does the system have the capability to accept a combined 832 drug file?
- c. Does the system accept 810 drug files for inventory updating?
- d. Describe tools for managing drug inventory and tracking changes to inventory.

Integrations & IT

- 1) Does your product interface with ShowMeVax, the State of Missouri's online immunization database?
- 2) Does your product interface with the Prescription Drug Monitoring Program available in Missouri (supported through the APRISS platform)? Explain functionality for transmitting controlled substance dispensation and dispensation reversals.
- 3) Explain the integration with NPLEX/APRISS for tracking pseudoephedrine sales.
- 4) We currently contract with Advance Innovative Solutions (AIS) for inbound pharmacy IVR services and outbound patient notifications. Are any clients who utilize your retail pharmacy software contracted with AIS, specifically the Dial-a-Script and RxCall services? If so, please provide a list of these clients. Additionally, provide a description of the interface between your software solution and the AIS platform, including how often your software will send out notifications to AIS to generate outbound notifications.
- 5) MU Health uses Cerner's Electronic Medical Record platform. Is your solution capable of interfacing with this platform? If so, describe integration successfully employed by other clients.
- 6) Describe your software solution's Script Pro integration or certification? If so, can you provide the name of clients currently utilizing this interface?
- 7) For what period of time does your pharmacy software solution retain third party prescription claim transmission details? What level of claim detail is available to users?
- 8) What are the mechanisms for compliance with the DSCA track and trace updates coming in November 2023?
- 9) Provide a list of all interfaces including mobile devices and browsers that interact with your solution. Do you have a preferred vendor for this service?
- 10) Does your solution offer an active directory integration for personnel?
- 11) Describe one-way and two-way texting capabilities.
- 12) Identify what support is provided for establishing/maintaining datafeeds.
- 13) The vendor's POS solution can leverage current credit card readers.
- 14) Virtual server compatibility for local infrastructure needs.
- 15) If a server operating system is Linux, we would expect a vendor provided .ovf/.ova provided for VM deployment.
- 16) If a server operating system is windows then we would prefer compatibility with Windows 2019
- 17) The vendor solution is compatible with SQL 2019.
- 18) Enterprise SQL compatibility.
- 19) AOAG database compatibility.
- 20) Provide a copy of your SLA for the proposed solution.
- 21) Explain in detail your data migration strategy and the execution strategy.
- 22) Provide detail explanation of your solutions ability to offer the following:
 - a. Capability to partition data (i.e., assign data to groups and/or individuals).
 - b. Supports allow-listing to limit access via MUHC's network where MUHC workforce members will be accessing the application.
- 23) Provide the following requested documentation:
 - a. Vendor hosted solutions:

1. List of independent audits or certifications of the solution (e.g., SOC 2 Type 2, HITRUST). The actual audit report is not needed at this time, just the list with dates.
 2. Description of high-availability capabilities.
 3. For cloud-based solutions, documentation regarding the Shared Responsibility Model, outlining what responsibilities are assigned to the vendor and what responsibilities are assigned to the customer.
- b. For on-prem solutions:
1. Software bill of materials.
 2. General firewall and network requirements.
- c. Documentation regarding data backup and recovery.

Insurance and Payments

- 1) What reconciliation options are there for third party payer EOB?
- 2) What options for Accounts Receivable (patient pay later amounts) are available?
- 3) How are medical claims billed through the retail pharmacy software system?

Implementation and Training

- 1) Describe and provide an example implementation timeline with milestones, project plan and estimated deliverables.
- 2) Provide an example list of product support and resources that is offered during implementation for the solution that is similar in size and scope as MU Health.
- 3) Describe training and deployment assistance during implementation.
- 4) What is the average amount time a user needs to spend training to become proficient in the system?

Data and Reporting

- 1) Provide a list and brief description of reports that can be run out of your pharmacy software solution.
- 2) Does your system provide the ability to dynamically search all data, create, and modify custom reports? If so, explain the process. Can report templates be saved?
- 3) Does your system interface with third party reporting applications and/or reporting tools (e.g. Excel, data dumps, etc.)? If so, please describe.
- 4) Can data and reports be printed and/or exported in multiple formats (PDF, MS Excel, Word, etc.)? If so, please explain.
- 5) Describe how a report can be generated for user access, security rights and for other auditing purposes.
- 6) Explain options for backing up legacy system data.
- 7) What databases are used for custom report writing and aggregation?
- 8) Describe what tools are offered to monitor and assist pharmacy staff in improving patient adherence?

Support

- 1) Describe your solution's self-help resources for troubleshooting within the application.
- 2) Provide standard support and maintenance agreement options and example terms of each.

- 3) Provide your solution's standard service level agreement.
- 4) Is there a support team available to assist users in troubleshooting problems with the solution? Describe the process clients go through to log support tickets and summarize the ticket resolution process.
- 5) What are the support hours, methods of support (phone, email, live chat, portal for FAQ, on-site), levels of support, escalation procedure and issue priority determination? Where are your support facilities located?
- 6) Describe or include your product's foreseeable enhancement roadmap.
- 7) How often is your software solution updated? Describe the update process. How do clients provide feedback for updates and how is that feedback incorporated in future updates?
 - a. Please list dates and code release notes for releases for the prior two years
- 8) What resources are dedicated to our account post go-live?
- 9) How is data stored, protected and housed (remote or local hosting)?
- 10) Are there on demand resources to provide ongoing training such as videos, quick reference guides, manuals, on-line courses, on-site courses? If so, please describe.
- 11) Is there the possibility of becoming a testing partner for your pharmacy solution?
- 12) Does your solution support remote sessions for support with the ability to remote into the solution?

REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
RETAIL PHARMACY SOFTWARE SOLUTION
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI HEALTH CARE
RFP # 23104
DUE DATE: AUGUST 01, 2023
TIME: 2:00 PM CDT

Pricing

1) Please provide pricing detail for each of the following items:

- a. Total Year 1 estimated cost \$ _____
Breakdown below
 - i. Software Application \$ _____
 - ii. Hardware/POS System (breakdown) \$ _____
 - iii. Implementation \$ _____
 - iv. Training \$ _____
 - v. Maintenance & Support(bulk hourly rate) \$ _____
 - vi. Travel cost if applicable \$ _____
 - vii. Switch fee (One Time operational) \$ _____
 - viii. Switch fee (Estimated outsourced fee) \$ _____
 - ix. Any additional cost not listed \$ _____
- b. Maintenance & Support Year 2 \$ _____
- c. Maintenance & Support Year 3 \$ _____
- d. Maintenance & Support Year 4 \$ _____
- e. Maintenance & Support Year 5 \$ _____

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 proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

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

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 suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

1. 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. What percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business? _____

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

Supplier Name	% of Contract	Specify Direct or Indirect

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

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

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

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

SMALL BUSINESS CONCERN: Yes No

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

WOMAN OWNED BUSINESS (WBE): Yes No

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

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

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

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
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: _____