



Health Care

October 17, 2023

REQUEST FOR PROPOSAL # 31151

The Center for Education and Development's
Learning Management System

for

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

(hereafter referred to as **MUHC**)

CONTACT & SUBMITTALS

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Deadline for Questions/Explanations/Interpretations

Wednesday, November 1, 2023 @ 5:00 PM Central Time

Sealed Proposals Accepted Until

Friday, November 10, 2023 @ 5:00 PM Central Time

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Proposal Submission Attachments

- Attachment A: “Instructions to Respondents Specific to this RFP”
 - Informative – Submission not required.

Volume I (RFP Submittals – All but Financials) – MUST SUBMIT

- Attachment B: “Scope of Work with Required Responses”
- Attachment C: “Supplier Diversity Participation Form”
- Attachment D: “Supplier Registration Information”
- Attachment E: “Proposal Agreement”

Volume II (RFP Submittal – Financials) – MUST SUBMIT

- Attachment F: “Pricing Worksheet”

REQUEST FOR PROPOSAL PREFACE
Learning Management System

Sealed Proposals Accepted Until
Friday, November 10 @ 5:00 PM Central Time

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED

The Curators of the University of Missouri on behalf of University of Missouri Health Care (hereafter referred to as **MUHC**) requests proposals for all services required for the implementation, support and maintenance of the “Learning Management System”, RFP # 31151.

An RFP packet may be obtained at <http://www.umsystem.edu/ums/fa/procurement>; or by contacting Rick Hess via email at RJH2c4@Health.Missouri.edu referencing “RFP 31151, LMS” in the subject.

To ensure inclusion of all RFP correspondences, Register as Participant by submitting a very brief “Letter of Intent” (LOI) via email to Rick Hess at RJH2c4@Health.Missouri.edu, referencing “RFP 31151, LMS” in the subject and on the LOI letter:

- An interest in submitting a proposal and receiving all RFP updates and modifications,
- The name, title, contact information, and role in the RFP process for the person who you wish to receive RFP updates and modifications (amendment),
- Stating the last date and time to submit questions (Wed, November 1, 2023, by 5:00 PM CDT), and
- the due date and time for submitting proposals (Friday, November 10, 2023, by 5:00 PM CST).

SCHEDULE OF EVENTS, TENTATIVE (Relevant to the Respondents):

Solicitation:	Tuesday, October 17, 2023
Deadline for RFP Questions:	Wed, November 1, 2023, by 5:00 PM CDT
Release of Final Amendment:	Friday, November 3, 2023, by 5:00 pm CDT
<u>DEADLINE FOR SUBMITTING PROPOSALS:</u>	Friday, November 10, 2023, by 5:00 PM CST
Oral Presentations of Proposals:	Tuesday, Nov 28 (thru) Friday, Dec 1, 2023
Contract Negotiations:	Monday, Dec 11 (thru) Friday, Dec 15, 2023
Contract Award:	by Friday, December 15, 2023

VERY IMPORTANT – MUST BE ABLE TO:

Begin Implementation:	by Monday, March 4, 2024
Complete Implementation:	by Monday, June 3, 2024

MU Health Care:

- 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 MUHC’s sole discretion.
- Is prohibited from making an award to an individual, firm, or sub-service provider that is debarred from receiving awards from a federal department or agency in accordance with Executive Order 12549 (2/18/86).

1.0 GENERAL INFORMATION FOR RESPONDENTS

Except as otherwise specifically provided herein:

- **“MUHC”** shall refer to “The Curators of the University of Missouri on behalf of University of Missouri Health Care”.
- **“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.

1.1 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 MUHC 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 MUHC contracting specialist of record (as referenced on cover page).

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 amendment shall be binding on MUHC. No employee of MUHC 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 the event of any doubt or difference of opinion as to the true intent of the Solicitation, the decision of MUHC's Director of Supply Chain Operations shall be final and binding on all parties.

1.2 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. MUHC 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. MUHC 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. MUHC 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 MUHC. 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 MUHC is upon the Supplier.

1.3 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 the 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 MUHC.

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 MUHC and providing such information for that purpose. MUHC will treat such personal information in accord with §105.1500, RSMo. Respondent acknowledges that MUHC (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.

1.4 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 (90) 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.

1.5 Open Records & Confidentiality:

All submissions, information, and materials received by MUHC 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, MUHC will treat all materials received as open records. MUHC shall make the final determination as to what materials are or are not exempt.

1.6 Evaluation and Award:

Any clerical errors, apparent on its face, may be corrected by MUHC before the Contract award. Upon discovering an apparent clerical error, MUHC shall contact Respondent and request clarification of the intended submission. The correction shall be incorporated in the notice of award. MUHC reserves the right to request clarification of any portion of the supplier'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.

MUHC 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 MUHC'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.

MUHC 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 MUHC's sole discretion.

MUHC 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.

1.7 Contract Award and Assignment:

The successful Respondent(s) shall enter a Contract with MUHC in a form approved by MUHC. The Contract Documents shall include, unless otherwise specified in the resulting Contract, the Advertisement for Solicitation, Specifications and Amendments, 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.

1.8 Payment:

Preferred settlement method is using 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. MUHC may withhold payment or make such deductions as may be necessary to protect MUHC 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 MUHC and receipt of the 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.

MUHC 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.

1.9 Shipments:

Shipments shall be marked as directed on the resulting Purchase Order or Contract.

1.10 Purchase Order / Invoice Requirements

MUHC shall not be responsible for articles or services furnished without a Purchase Order.

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 MUHC.

2.0 STATEMENT OF WORK

2.1 Background

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 with extension program activities in every county of the state including comprehensive distance learning services and an extensive health care network.

UNIVERSITY OF MISSOURI HEALTH CARE (MUHC): As part of the state's premier academic health system, MUHC 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, and an additional 200 healthcare providers. The full complement of clinical staff includes a total of 6,000 physicians, nurses

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

MUHC is currently comprised of six hospitals: Ellis Fischel Cancer Center, the Missouri Orthopaedic Institute, the Missouri Psychiatric Center, University Hospital, Women’s Hospital, and Children’s Hospital, adding Capital Regional Medical Center as of January 1, 2024, plus over 60 outpatient clinics. The inpatient hospitals have a combined 595 beds. Affiliates of MUHC include Columbia Family Medical Group, Columbia Surgical Associates, Health Network of Missouri, MPact Health and Rusk Rehabilitation Center. MU Health Care also partners with Oracle-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 MUHC’s IT functions 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).

2.2 Objective (Purpose)

To enter a long-term partnership with a professional team of experts in the support and maintenance of all phases and applications of a comprehensive Learning Management System.

2.3 Scope of Work & Required Submissions

SEE ATTACHMENTS

Proposal Submission Attachments

- Attachment A: “Instructions to Respondents Specific to this RFP”
 - Informative – Submission not required.

Volume I (RFP Submittals – All but Financials) – MUST SUBMIT

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- Attachment F: “Pricing Worksheet”

3.0 GENERAL TERMS AND CONDITIONS

Except as otherwise specifically provided herein:

- **“MUHC”** shall refer to “The Curators of the University of Missouri on behalf of University of Missouri Health Care”.
- **“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.

3.1 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.

3.2 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 to MUHC are not subject to either Federal Excise Taxes or Missouri Sales Tax.

3.3 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 MUHC representative relating to the Solicitation and any resulting Contract is a waiver of sovereign immunity by MUHC. Any indemnity language in the proposed terms and conditions will be modified to conform to language acceptable to MUHC.

3.4 Preference for Missouri Firms:

In accordance with University of Missouri 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.

3.5 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 MUHC determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of the awarded Contract, MUHC reserves the right to cancel the Contract with 30 days' notice.

3.6 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.

3.7 Applicable Laws and Regulations:

MUHC 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.

3.8 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.

3.9 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.

3.10 Applicable Digital Accessibility Laws and Regulations:

MUHC 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 MUHC 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 MUHC 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 MUHC; (4) promptly respond to assist MUHC 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 MUHC; and (5) indemnify and hold MUHC 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 MUHC 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.

3.11 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 MUHC. 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 Non-procurement 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. MUHC 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 MUHC 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 MUHC with prompt written notice and the parties will negotiate any amendments to this Agreement necessary to ensure compliance with the Stark law.

3.12 Excluded Individuals/Entities:

MUHC 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). MUHC 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.

3.13 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 UHC operating procedures; and directives of MUHC relating to protection of the health and safety of MUHC community.

3.14 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 MUHC 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 MUHC shall be the property of MUHC and inure to its benefit and the Supplier shall execute such documents as MUHC may require for the perfection thereof.

3.15 Gifts:

Any Respondent to this Solicitation or Supplier shall refrain from offering any offers of gifts to MUHC, and all MUHC employees, in accordance with University of Missouri Policy # 26301, Suppliers.

3.16 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 MUHC 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.

3.17 MUHC Premises:

If this resulting Contract requires Supplier's presence on MUHC's premises or in MUHC'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 MUHC rules and policies, including but not limited to those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

3.18 Use of MUHC Marks:

Supplier shall not use the name or indicia of MUHC, nor of any of MUHC's employees, in any manner of publicity, advertising, or news releases without prior written approval of MUHC.

3.19 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).

3.20 Cooperative Purchasing:

The intended coverage of this Solicitation, and any Agreement resulting from this Solicitation, shall be for the use by any MUHC location. It shall also be available for use by all faculty, staff, students, departments, locations, and affiliates of MUHC, as applicable. MUHC has various affiliates and is also a member of a collaborative called Health Network of Missouri.

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 the 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 MUHC bears no financial responsibility for any payments due the contractor by such entities, nor will MUHC be responsible for contract administration for other institutions.

3.21 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 MUHC.

3.22 Contract Termination for Cause:

In the event the Supplier violates any provisions of the resulting Contract, MUHC 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, MUHC 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.

3.23 Contract Termination for Convenience:

MUHC reserves the right, in its best interest as determined by MUHC, to cancel the resulting Contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.

3.24 Force Majeure:

MUHC 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 MUHC. 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.

3.25 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 MUHC, (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 a warranty shall survive delivery and shall not be deemed waived either by reason of MUHC's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by MUHC pursuant to a Contract shall be deemed accepted until MUHC 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.

3.26 Accounting Practices:

The Supplier shall maintain, during the term of the Contract, all books of accounts, 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 MUHC, 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, MUHC reserves the right to audit supplier's records concerning this bid.

3.27 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 MUHC and providing such information for that purpose. MUHC will treat such personal information in accord with §105.1500, RSMo. Respondent acknowledges that MUHC (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.

ATTACHMENT A

INSTRUCTIONS TO RESPONDENTS, SPECIFIC TO THIS RFP

1.1 Register as Participant with a “Letter of Intent”

To ensure RFP correspondences Register as Participant by submitting a very brief “Letter of Intent” (LOI) to Rick Hess at RJH2c4@Health.Missouri.edu, referencing “RFP 31151, LMS” in the subject and on the LOI:

- An interest in submitting a proposal and receiving all RFP updates and modifications,
- The name, title, contact information, and role in the RFP process for the person who you wish to receive RFP updates and modifications (amendment),
- Stating the last date and time to submit questions (Wed, November 1, 2023, by 5:00 PM CDT), and
- the due date and time for submitting proposals (Friday, November 10, 2023, by 5:00 PM CST).

1.2 Preparation of Proposals

The respondent is expected to examine the Scope of Work and all instructions. Failure to do so will be at the respondent’s risk. The respondent shall furnish the information required by this Solicitation. Erasures or other changes must be initialed by the person authorized to sign the proposal.

1.3 Pre-Proposal Conference

There will not be a formal pre-proposal conference.

1.4 Questions/Explanations/Interpretations

Any prospective respondent desiring an explanation or interpretation of the Solicitation, scope of work, etc., must request it via email to:

- Rick Hess at RJH2c4@Health.Missouri.edu, referencing “RFP 31151, LMS” in the subject.

NOTE: The deadline for submitting questions is **Wednesday, November 1, 2023, by 5:00 PM CDT**

Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective respondent concerning this Solicitation will be furnished promptly to all other prospective respondents as an amendment if the information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective respondents. The respondent ***MUST BE REGISTERED TO RECEIVE AMENDMENT***

1.5 Amendments to Solicitation

- If the Solicitation is amended, all terms and conditions which are not modified remain unchanged.
- Respondents shall acknowledge receipt of any amendment to this Solicitation by:
 - Identifying the amendment number and date in the space provided for this purpose on the “Proposal Agreement” form.

1.6 Proposal Requirements

- A proposal must be submitted as prescribed by MUHC in this Request for Proposal (RFP).
- Failure to include any of the required information may result in rejection of the proposal.

1.7 Proposal Submission

To be eligible for consideration, **a sealed proposal packet [one (1) original, clearly identified as containing documents with original signatures and one (1) electronic copy of the entire submission on a flash drive] must be submitted and received by Friday, November 10, 2023 @ 5:00 PM CST** to the following address:

Rick Hess
Strategic Sourcing Specialist
MUHC Quarterdeck Building
2401 LeMone Industrial Blvd, Ste 111
Columbia, MO 65201

To ensure the proposal is routed properly and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope or package as follows:

RFP # 31151
Learning Management System
Due: 11/10/23 by 5:00 p.m. CST

1.8 Handling of Proposals

- Proposals received prior to the closing date and time will remain unopened and secured until after the established proposal opening date and time.
- **A proposal will not be considered if it is received after the exact date and time specified for receipt.** The only acceptable evidence to establish the time of receipt is the MUHC stamped time/date on the proposal wrapper or other documentary evidence of receipt maintained by MUHC.

1.9 Proposal Modifications

- A modification resulting from MUHC's request for "best and final" proposal received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by MUHC after receipt at MUHC.
- Notwithstanding this provision, a late modification of an otherwise successful proposal that makes its term more favorable to the MUHC will be considered at any time it is received and may be accepted.

1.10 Proposal Withdrawal

- No proposal shall be withdrawn for a period of Ninety (90) days after the opening of the proposals without written consent of MUHC.

1.11 Evaluation of Proposals

MUHC will strive to complete the review, presentation and negotiation processes and award a contract by December 15, 2023.

Learning Management System

Request for Proposals

VOLUME I

Required Submittals (All but Financials)

Attachment B: “Scope of Work with Required Responses”

Attachment C: “Supplier Diversity Participation Form”

Attachment D: “Supplier Registration Information”

Attachment E: “Proposal Agreement”

Deadline for Questions/Explanations/Interpretations

Wednesday, November 1, 2023 @ 5:00 PM Central Time

Sealed Proposals Accepted Until

Friday, November 10, 2023 @ 5:00 PM Central Time

ATTACHMENT B

SCOPE OF WORK WITH REQUIRED RESPONSES

1.1 Objective:

To enter a long-term partnership with a professional team of experts in the support and maintenance of all phases and applications of a comprehensive Learning Management System.

1.2 Proposal Submission

To be eligible for consideration, a **sealed proposal packet [one (1) original, clearly identified as containing documents with original signatures and one (1) electronic copy of the entire submission on a flash drive] must be submitted and received by Friday, November 10, 2023 @ 5:00 PM CST** to the following address:

Rick Hess
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To ensure the proposal is routed properly and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope or package as follows:

RFP # 31151
Learning Management System
Due: 11/10/23 by 5:00 p.m. CST

1.3 Proposal Requirements

A proposal must be submitted as prescribed by MUHC in this Request for Proposal (RFP).

Failure to include any of the required information may result in rejection of the proposal.

- **Proposal Cover Letter:**
 - Provide on your letterhead a cover letter signed by a person who is authorized to commit your firm to perform the services included in the proposal while identifying all materials and enclosures being forwarded in response to this RFP.
- **Qualifications**
 - **Organizational Structure and Profile of Principals and Key Staff:**
 - Provide a description of the organizational structure and the history, present, and future dedication to Learning Management Systems (LMS).
 - What % of your operation focuses on LMS?
 - How many clients are currently utilizing your LMS applications? How many of these are in the healthcare field with over 2,500 employees? Please support with statistics.

- **General Experience, Expertise, Customer Approach and Capacity:**
 - Comprehensively discuss your team's experience and expertise with LMS platforms including success stories and statistics to support achievements.
 - Describe your customer approach as it pertains to training, program assistance, system issues, and general maintenance of the application.
 - Give specific examples of how you support your clients, especially hospitals, clinics, and physicians.
 - What is your backlog on deployments and certify that key staff will be readily available to begin implementation of LMS by March 4, 2024. Provide any scenarios which may impair the respondent's ability to proceed expeditiously.
- **Previous Experience:**
 - Provide information on at least three (6) current applications of LMS that have been successfully deployed, are fully functional, and have been in service for at least two (2) full years. As least three (3) applications in healthcare with over 2,500 employees, over 500 beds, and most pertinent to the scope of work presented are most desirable. Discuss successes as well as challenges.
- **Unique Experience and Expertise:**
 - Discuss any tools and strategies your firm has developed that you feel separate you from the competition. Include any other details that you feel further supports your firm's experience and expertise.
 - Provides examples of special knowledge or understanding of the healthcare industry, especially academic and medical centers. Please describe any special knowledge in this realm.
 - Describes what partnerships you have with resellers, implementers, or other application suppliers. Give details of any external partnerships that improve your ability to provide these services.
- **General IT Capacities:**
 - Demonstrate that your technology can be accessed by all staff, at any time, either onsite or remotely.
 - Provide examples of special knowledge or understanding of the Oracle PeopleSoft data structure; specifically working with Application and PeopleTools Tables. Describe any special knowledge within these applications.
 - Show proof you can support data integration with the current 3rd party technology stack either through Batch, SFTP or API:
 - Phenom, and
 - Microsoft Power Platform: Power Apps, Power BI, Share Point and Azure Dataverse.
 - What standards does your system comply with GDPR, FERPA and Others?
 - Is there any AI built into your systems?

- **Price Structure:**
 - **As costs are not considered in the initial evaluations, complete and submit “Attachment F – Pricing Worksheet” separately as “Volume II.”**
 - You may modify or submit an alternate Pricing Worksheet, but either way, this must be comprehensive and inclusive of all expenses over the anticipated 5-year term of this contract.
- **References:**
 - Submit references of at least four (6) separate clients who are currently utilizing your applications of LMS successfully deployed, fully functional, and have been in service for at least two (2) full years. Include at least three (3) applications in healthcare with over 2,500 employees, over 500 beds, and most pertinent to the scope of work are most desirable.
 - Include facility name, contact name, and contact information.

ATTACHMENTS (must provide all of the following with the proposal)

Be certain to thoroughly complete and submit “Volumes” separately.

- **Volume I** – Attachments B (this one), C, D, and E: Proposal Agreement
- **Volume II** – Attachment F: Pricing Worksheet

1.4 SPECIFICATIONS

System Login

- **Mandatory Login Specifications**
 - Is it required that there is a single sign on? **Yes ___ No ___**
 - In addition to active directory credentials, is it required if there is an alternative method for logging on for non-employee access? **Yes ___ No ___**
 - For cloud-based/hosted solutions, the supplier must be prepared to implement federated authentication services. Specifically, the University requires integration via Shibboleth/SAML 2.0 (Service Provider {SP} initiated). Vendors must provide their Shibboleth/SAML 2.0 integration documentation. See item #1 on the Information Technology Security Questionnaire (ITSQ) included in this RFP. **Provided? Yes ___ No ___**
- **Desirable Login Specifications**
 - Describe any alternative methods for logging in for non-employees.

System Utilities

• **Mandatory Utility Specifications**

- A minimum of 20GB data storage limit is required. **Provided? Yes ___ No ___**
- It is required that the import manager imports data from PeopleSoft at least daily.
Provided? Yes ___ No ___
- It is required that there be a database utility to allow customization of system fields as needs of the organization change. **Provided? Yes ___ No ___**
- It is required that there be an availability of ample customized job attribute fields.
Provided? Yes ___ No ___
- It is required that the Employee ID is a unique identifier. **Provided? Yes ___ No ___**
- It is required that all data have redundant backups at set intervals.
Provided? Yes ___ No ___
- It is required that the solution be compatible with older versions of Microsoft Edge, Safari, Firefox, Chrome etc. **Provided? Yes ___ No ___**
- It is required that there is a SFTP, API, command line or script access to production database.
Provided? Yes ___ No ___
- It is required that the solution provides read only access to core relational database tables granted only to the administrators in the highest-level security roll.
Provided? Yes ___ No ___
- It is required that it must be able to be parsed in CSV. **Provided? Yes ___ No ___**
- A product roadmap must be provided for current and future versions.
Provided? Yes ___ No ___
- It is required that training of version updates is included with schedule of planned updates.
Provided? Yes ___ No ___
- It is required that the solution is 508 Compliant. **Provided? Yes ___ No ___**

• **Desirable Utility Specifications**

- Describe any 3rd party systems that can be integrated with the proposed solution.

- Describe the solutions ability to create multiple domains for departments or groups. (Multiple Learning Centers/Portals)

- Describe the solutions process for dealing with popup blockers.

- Describe the solutions screen capture reporting to help in the prevention of cheating.

- Describe the solutions storage capability and cost associated with different levels of storage.

- Describe the process by which the solution can attach/link documents related to outside training into transcript.

- Describe process for exporting user records from the current system to the solution.

- Describe the process to stay current with new browser versions and describe how many versions back you will support.

- Provide technical information on how PeopleSoft data would integrate into the system automatically.

User Interface

- **Mandatory User Interface Specifications**

- User Dashboard function/feature is required. **Provided? Yes ___ No ___**
- It is required that a comprehensive search tool of course/competency catalog with course/competency descriptions is provided. **Provided? Yes ___ No ___**
- This search tool must be specific to keyword search and content to parallel industry standards. I.e., Amazon, Google. **Provided? Yes ___ No ___**
- It is required that a course calendar is available for Instructor-led training to detail what courses, on what days are scheduled, and in what locations. **Provided? Yes ___ No ___**
- It is required that the user has easy access to transcripts and course history.
Provided? Yes ___ No ___
- It is required that the user can enter outside training and CEU credits into a personal transcript.
Provided? Yes ___ No ___

○ It is required that the user has ability to access waitlists, auto enroll, auto cancel, and has approval features for classes. **Provided? Yes ___ No ___**

○ It is required that the user can self-assign chosen courses. **Provided? Yes ___ No ___**

○ It is required that the user can build reports with drop/drag processes.

Provided? Yes ___ No ___

• **Desirable User Interface Specifications**

○ Describe the customized entry screen based on the user and the role of the user.

○ A customizable dashboard is preferred. Describe the ability to customize user dashboard.

○ Describe the ability of the solution to populate the online course catalog based off user role.

○ Describe the ability of the user to review and rate training or would be great to easily add a survey to modules (esp. Annual Online Mandatory (AOM)).

○ Describe the process by which documents are attached that relate to outside training.

○ Describe an approval process for all outside training documents, certifications, and CELI credits entered the solution by user.

○ Describe the process by which workflow approval for outside training is done.

○ Describe what types of reports are available to users and # of report limitations? Are the reports customizable?

○ Describe the solution's ability to "build" reports for users as needed.

- We desire a user friendly and intuitive system. Please describe your system's attributes as they relate to these qualities. What are a few of the common complaints or suggestions for improvement you receive from your clients?

- Describe how a user can run user defined reports without needs for customization.

Manager Interface

- **Mandatory Manager Interface Specifications**

- It is required that managers have access to dashboards and widgets of their employees.

Provided? Yes ___ No ___

- It is required that managers or designee can assign approved courses and coursework.

Provided? Yes ___ No ___

- It is required that the manager can run defined reports. **Provided? Yes ___ No ___**

- **Desirable Manager Interface Specifications**

- Describe what the path of approval workflows looks like.

- Describe the solutions ability for staff to have proxy access with manager level system features.

- Describe the capability of the solution to create competency plan/learning plans using drop and drag interface.

- Describe the manager dashboard and widgets associated with manager permissions.

- Describe the ability of managers to run reports and what reports are accessible to managers.

- Describe the ability of the solution to schedule checkout of equipment and resources.

Competency and Credentials

• **Mandatory Competency and Credentials Specifications**

- It is required that there is a documented competency checklist that must be customizable.
Provided? Yes ___ No ___
- It is required that core competencies can be populated from a bank.
Provided? Yes ___ No ___
- It is required that group/department competency can be populated from a bank.
Provided? Yes ___ No ___
- It is required that a competency can be assigned by Job Code/Job Title/Audience Type or defined criteria by user demographics. **Provided? Yes ___ No ___**
- It is required that Preceptor Initials, Credentials, and date completed are captured with each line item or something similar. **Provided? Yes ___ No ___**
- It is required that there is a due date/notification for completion. **Provided? Yes ___ No ___**
- It is required that a competency can be stored and viewed within the system and can be printed in its entirety. **Provided? Yes ___ No ___**
- It is required that the competency records can be extracted via reports, API, SFTP and command line. **Provided? Yes ___ No ___**
- It is required that there are multiple methods of validation that can be chosen within each competency line item. **Provided? Yes ___ No ___**
- It is required that there is a way to have LOV or differentiate different types of competencies like (New Hire, Ongoing, Annual). **Provided? Yes ___ No ___**

• **Desirable Competency and Credentials Specifications**

- Describe the credentialing/certification monitoring and the ability of the solution to prompt when approaching expiration.

- Describe the ability to prompt enrollment in necessary classes when approaching expiration credentialing/certification.

- Describe the ability of the solution to integrate skills and competencies into learning plans.

- What other systems interfaces with (AHA, ARC, NRP, etc.)

- Is there a way to set different duration on certifications like 2 years vs 1 year? **Yes ___ No ___**

Administrative Actions and Permissions

• **Mandatory Administrative Actions and Permissions Specifications**

- It is required that there are multiple levels of access with the ability to turn off features based on user and security roles. **Provided? Yes ___ No ___**
- It is required that unique identifiers can be used to identify custom groups in assigning training and learning plans. i.e., HR department, Job Code. **Provided? Yes ___ No ___**
- It is required that there be detailed and robust course/competency assignment logic by using very specific i.e., filters (and/or), job attributes. **Provided? Yes ___ No ___**
- It is required that the solution provide for assignment of learning plans the ability to assign curriculums to groups or individuals and assign competency curriculums.

Provided? Yes ___ No ___

- It is required that the solution provides within curriculums the ability to create custom lists of courses to meet the educational needs of the organization or specific groups.

Provided? Yes ___ No ___

- It is required that the solution provides within the curriculum the ability to see all attributes of a given Learning Plan at a glance. **Provided? Yes ___ No ___**
- It is required that the solution provide course equivalencies so when one class meets requirement, it is compared and substituted for an equal or lower class so the system would calculate and give credit for completion. **Provided? Yes ___ No ___**
- It is required that the solution provides class status tracking with the ability to assign actions to specific class statuses i.e., finished, no show, cancelled. **Provided? Yes ___ No ___**
- It is required that the solution provides waitlists, auto enrollment, auto cancellation, and approval for classes. **Provided? Yes ___ No ___**
- It is required that the solution provide the ability to track instructor-led and web-based training. **Provided? Yes ___ No ___**
- It is required that the solution provides the ability to customize individual, course, class fields, and statuses. **Provided? Yes ___ No ___**
- It is required that the solution provides a simple intuitive administrative interface.

Provided? Yes ___ No ___

• **Desirable Administrative Actions and Permissions Specifications**

- Describe user interface philosophy.

Email

• **Mandatory Email Specifications**

- It is required that the solution provide integrated email service to launch notifications, i.e., class reminders, health screening reminders. **Provided? Yes ___ No ___**

- **Desirable Email Specifications**

- Describe the process the solution uses to automatically email via iCal or other meeting invitations.

- Describe the process by which the solution will email the learning plan/courses that are left to be completed and launch from email.

- Describe the automated process by which the solution will email to multiple assignees scheduled reports.

- Describe the capability and process of the solution to integrate SMS notifications.

Reports

- **Mandatory Reports Specifications**

- It is required that the solution provides detailed and customized report wizard.

Provided? Yes ___ No ___

- It is required that the solution provide the capability to email reports.

Provided? Yes ___ No ___

- **Desirable Reports Specifications**

- Describe the ability of the solution to report Dashboards with graphical representation of data.

- Describe the ability of the solution to export to Excel with one click.

- Describe the ability of the solution to send batch reports to multiple assignees.

- Describe the ability of the solution to report confirmation dialogues for non-course objects. (Complete requirements without modules)

- Describe the ability of the solution to track and display average time to complete module.

- Describe the ability of the solution to report on what curriculum a course is.

- Describe the ability of the solution to report what curriculums are currently in use and attributes associated with them.

- It is required that the solution provide question level analysis.

Data Management

- **Mandatory Data Management Specifications**

- It is required that the solution be able to import existing transcripts from the current learning management system. **Provided? Yes ___ No ___**
- It is required that the solution has the capability to upload zip files. **Provided? Yes ___ No ___**
- It is required that the solution has the capability to batch upload. **Provided? Yes ___ No ___**

Content

- **Mandatory Content Specifications**

- It is required that the solution supports all SCORM and AICC formats.
Provided? Yes ___ No ___
- It is required that the solution be able to track or pass all SCORM compliant information from one system to another. **Provided? Yes ___ No ___**

- **Desirable Content Specifications**

- Describe the supplier supplied content.

- Describe all partnerships or relationships with content providers.

- Describe any customizable content and processes involved with customization.

- Describe all healthcare specific content provided from supplier.

- Describe all non-healthcare specific content from supplier.

- Describe current versions of SCORM and AICC and any future versions planned for.

- Describe Open Learning Services Architecture (OLSA) format that your solution supports.

- Describe the ability to support HTML5.

- Describe the use of JAVA through your solution. Java supported (no auto updates required of users).

Saas/Cloud

- **Mandatory Saas/Cloud Specifications**

- It is required that the solution can control, manage, and access LMS data and content at any time. **Provided? Yes ___ No ___**
- It is required that the solution has the capability to access and launch Web-based training from anywhere. **Provided? Yes ___ No ___**
- It is required that the supplier provide an SLA for approval. **Provided? Yes ___ No ___**
- It is required that the supplier provide a test system to experience new features prior to implementing them into the live LMS. **Provided? Yes ___ No ___**
- It is required that a product roadmap be provided for product upgrades on current and future versions. **Provided? Yes ___ No ___**

- **Desirable Saas/Cloud Specifications**

- Describe the update and upgrade schedule.

- Describe the way the new upgrades are turned on/off through the system.

- Describe uptime and downtime expectations.

- Describe your Service Level Agreement (SLA) and any penalties related to non-compliance of the SLA.

Mobile

- **Mandatory Mobile Specifications**

- It is required that the solution provide mobile OS support. **Provided? Yes ___ No ___**
- It is Mandatory Specifications to be viewable on all mobile devices. **Provided? Yes ___ No ___**
- It is required that the solution provide offline course sync. **Provided? Yes ___ No ___**

- **Desirable Mobile Specifications**

- Describe if mobile applications are available.

- Describe what services are available through mobile applications.

- Describe the process for emerging technology.

Gameification

- **Desirable Mobile Specifications**

- Describe any gaming type features i.e., achievements, badges, scoring.

Social

- **Desirable Mobile Specifications**

- Describe any type of social collaborations and describe their features. i.e., discussion boards, comments.

ATTACHMENT C

SUPPLIER DIVERSITY PARTICIPATION FORM

MUHC is committed to and supports supplier diversity because it is essential to MUHC's mission and core values. MUHC's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - MUHC strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary suppliers of MUHC 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 spending.

- 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 MUHC represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from MUHC \$: \$ 4,000,000
 - MUHC % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total MUHC Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total MUHC Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total MUHC Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - MUHC % 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 business with MUHC of Missouri? _____

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 MUHC, contact Teresa Vest, vestt@umsystem.edu.

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

ATTACHMENT D

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 in 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 MUHC of any changes.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____

ATTACHMENT E
PROPOSAL AGREEMENT

By signing below:

- We have thoroughly examined the Scope of Work, and being familiar with the requirements, hereby agree to furnish all labor, supplies, licenses and fees to offer the services as stipulated and set forth herein.
- We agree that this Proposal may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of Proposals.

By signing below, the representatives of this firm hereby certify that:

- The Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- We have not directly or indirectly induced or solicited any other firm to put in a false or sham proposal.
- We have not solicited or induced any person, firm or corporation to refrain from proposing.
- We have not sought by collusion or otherwise to obtain for themselves any advantage over any other firm or over MUHC.
- We will not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, sex, religion, disability/handicap, marital status, sexual orientation, or age.

By signing below, the representatives of this firm declare that:

- We received addenda ___ through ___.
- We had an opportunity to inquire about any uncertainties and have a general understanding of the requirements of this project.
- We have carefully prepared this Proposal, and the cost of the services required is accurate.
- All information submitted in this Proposal is correct and it contains no falsified records.

Respectfully submitted by:

Authorized Signature

Date

Printed Name

Title

Company Name:

Mailing Address:

City, State, Zip:

Phone No:

Fed 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

Type of Business:

Individual

Partnership

Corporation

Other: _____

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

Learning Management System

Request for Proposals

VOLUME II

Required Submittal (Financials)

Attachment F: “Financials”

Deadline for Questions/Explanations/Interpretations

Wednesday, November 1, 2023 @ 5:00 PM Central Time

Sealed Proposals Accepted Until

Friday, November 10, 2023 @ 5:00 PM Central Time

ATTACHMENT F
PRICING WORKSHEET

Important: This is a sample Pricing Worksheet. You may modify this or submit an alternate worksheet, but either way, this must be comprehensive and inclusive of all expenses over the anticipated 5-year term of this contract.

Please base your pricing on 10,000 users / licenses.

Please provide pricing detail for each of the following items:

a. Total Year 1 Total Estimated Cost \$ _____

Year 1 Itemization

- i. _____ \$ _____
- ii. _____ \$ _____
- iii. _____ \$ _____
- iv. _____ \$ _____
- v. _____ \$ _____
- vi. _____ \$ _____
- vii. _____ \$ _____
- viii. _____ \$ _____
- ix. _____ \$ _____

b. Maintenance & Support Year 2 \$ _____

c. Maintenance & Support Year 3 \$ _____

d. Maintenance & Support Year 4 \$ _____

e. Maintenance & Support Year 5 \$ _____