



Health Care

August 18, 2025

REQUEST FOR PROPOSAL 31200

Surgical Services and Sterile Processing
Procurement and Payment Bill-Only

for

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

(Hereafter referred to as University, MUHC, or MU Health Care)

CONTACT & SUBMITTALS

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Deadline for Questions/Explanations/Interpretations

August 27, 2025 @ 5:00 PM Central Time

Sealed or Emailed Proposals Accepted Until

September 12, 2025 @ 3:00 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: “Specifications with Required Responses”
- Attachment B1” “Specs, IT and Tech, IT Security, HIPAA”
- Attachment C: “MBE/WBE/SDVE Participation Form”
- Attachment D: “Physician Self-Referral Questionnaire”
- Attachment E: “IT Security Questionnaire”
- Attachment F: “Data Breach Insurance Addendum”
- Attachment G: “IdP Integration Questionnaire”
- Attachment PA: “Proposal Agreement”

Volume II (RFP Submittal – Financials) – MUST SUBMIT

- Attachment FW: “Financial Worksheet”

REQUEST FOR PROPOSAL – ANNOUNCEMENT
RFP 31200, Procurement and Payment Bill-Only

Sealed or Emailed Proposals Accepted Until
Friday, September 12, 2025 @ 3:00 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 a “**Procurement & Payment Bill-Only**” solution.

If you wish to receive an electronic copy of the entire RFP in PDF or any section of the RFP in its original electronic format, please contact Rick Hess via email at RJH2c4@Health.Missouri.edu referencing “**RFP 31200, Procure & Pymnt BO**” and specify the desire.

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 31200, Procure & Pymnt BO**” in the subject and on the LOI email:

- 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 deadline for submitting questions (**Wednesday, August 27, 2025 @ 5:00 PM CDT**), and
- The deadline for submitting proposals (**Friday, September 12, 2025 @ 3:00 PM CDT**).

SCHEDULE OF EVENTS, TENTATIVE:

Solicitation:	Monday, August 18, 2025
<u>DEADLINE FOR RFP QUESTIONS:</u>	Wednesday, August 27, 2025 @ 5:00 PM CDT
Release of Final Amendment:	Wednesday, September 3, 2025, by end of day
<u>DEADLINE FOR SUBMITTING PROPOSALS:</u>	Friday, September 12, 2025 @ 3:00 PM CDT
Proposal Reviews	By end of day Wednesday, September 24, 2025
<u>Oral Presentations of Proposals:</u>	Monday, September 29, 2025 – Friday, October 10, 2025
Notice of Award	By end of day Wednesday, October 22, 2025
Contract Presentation and Negotiations:	By end of day Friday, October 31, 2025
Begin Contractual and IT Reviews	Monday, November 3, 2025
Complete Reviews w-Fully Executed Documents	By end of day Friday, January 9, 2026

<u>Begin Implementation by:</u>	Monday, January 19, 2026
<u>Complete Implementation by:</u>	Friday, March 27, 2026

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:

- **“University”** shall refer to The Curators of the University of Missouri.
- **“MU Health Care (or) 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 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.

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. 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 in the specifications and/or on the proposal 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 and/or on the proposal 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.

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 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.

1.4 Withdrawal of Solicitation Response:

Prior to the date and time designated for receipt of Solicitation response, Respondent may withdraw their response in writing to the buyer of record by a duly authorized respondent representative. Such withdrawal should be completed prior to the designated date and time for receipt of submission. Respondent may resubmit a withdrawn response up to the time designated for receipt of Solicitation response provided the resubmitted response complies with the Solicitation document. 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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 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.

1.9 Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Service-Disabled Veteran Enterprise (SDVE) Participation:

Prerequisites:

To be considered a qualified MBE, WBE or SDVE, the MBE/WBE/SDVE must be certified by the State of Missouri, Office of Administration by the proposal opening date (date the proposal is due). The University will not accept certification from entities other than the State of Missouri, Office of Administration.

Commercially Useful Function: The services performed, or the products provided by the MBE/WBE/SDVE must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. If the Supplier uses the services performed or the products provided by the MBE/WBE/SDVE, to any extent, in the Supplier's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

Targets: MBE (10%), WBE (5%), SDVE (3%)

Descriptions:

MBE/WBE: In accordance with section 37.020 RSMo, the University requests that the Supplier secure participation of certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in providing the products/services required herein. The targets of participation of **10% MBE** and **5% WBE** of the total dollar value of the contract. These targets can be met by a qualified MBE/WBE supplier themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

***MBE or WBE:** Means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it, in accordance with section 37.020, RSMo. Minority is defined as per section 37.014, RSMo, and the implementing regulations of the State of Missouri, Office of Administration.*

SDVE: In accordance with section 34.074, RSMo, the Supplier should secure participation of qualified service-disabled veteran business enterprises (SDVE) in providing the products/services required herein. A three (3)-point bonus preference shall be granted to Suppliers who are a qualified SDVE or that provide at least three percent (**3%**) **SDVE** participation of the total contract value through the use of qualified SDVE subcontractors or suppliers.

***SDVE:** Means a business that meets the requirements in section 34.074, RSMo and the implementing regulations of the State of Missouri, Office of Administration: doing business as a Missouri firm, a corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent; having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs; having the management and daily business operations controlled by one (1) or more SDVs; and the SDV possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.*

1.10 Shipments:

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

1.11 Purchase Order / Invoice Requirements:

The University 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 the University.

2.0 DETAILED SPECIFICATIONS

2.1 Objective (Purpose)

See [“Attachment B / Specifications with Required Responses”](#)

2.2 Statement / Scope of Work & Required Submissions

See [“Attachments B and B1 / Specifications with Required Responses”](#)

2.3 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 with a mission to save and improve lives, 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 MUHC clinical and supportive staff includes over 8,500 physicians, nurses and health care professionals. 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 comprised of seven (7) hospitals: University Hospital, Ellis Fischel Cancer Center, the Missouri Orthopaedic Institute, the Missouri Psychiatric Center, the new Children’s Hospital and Keene Street Medical Center, and the addition of Capital Region Medical Center as of January 1, 2024, plus approximately 60 outpatient clinics. The inpatient hospitals have a combined 595 beds. Affiliates of MU Health Care include Columbia Surgical Associates, Rusk Rehabilitation Center, Columbia Family Medical Group, and Health Network of Missouri.

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).

MUHC also partners with the Oracle Health (formerly Cerner), a Missouri based supplier of health information technology solutions, services, devices, and hardware through the Tiger Institute for Health Innovation. Tiger Institute serves MUHC’s IT functions along with working alongside MUHC clinicians and staff to develop innovative improvements to Oracle technology products. The health system is consistently ranked as a top performer in information technology advances.

2.4 INSTRUCTIONS FOR PROPOSAL RESPONSE

See [“Attachment A / Instructions to Respondents, Specific to this RFP”](#)

2.5 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 MUHC individuals will evaluate and assign points to suppliers’ responses to the evaluation questions. At the sole option of MUHC, the functional/technical review team may decide to go on a site visit, at their expense, or request suppliers to perform a presentation/demonstration to confirm specifications are met as provided in responses. MUHC could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

MUHC may request suppliers selected as finalists to come onsite to the University, at the supplier’s expense, for presentations as part of the RFP selection. Virtual presentations via Zoom may also be used at MUHC’s discretion.

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

2.6 INSURANCE REQUIREMENTS

Supplier agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Supplier is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Supplier under any resulting contract. Coverage to be provided as follows by a carrier with A.M. best minimum rating of A-VIII.

Commercial General Liability: Supplier agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, 2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual liability, or Cross liability.

Supplier may satisfy the minimum liability limits required for Commercial General Liability or Business Auto liability under an Umbrella or Excess liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto liability. Supplier agrees to endorse the officers, employees, and agents of The Curators of the University of Missouri as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Auto Liability (if required in service performance): Supplier agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Supplier does not own automobiles, Supplier agrees to maintain coverage for Hired & NonOwned Auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability: Supplier agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage.

Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Professional Liability: Supplier agrees to maintain Professional Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 Aggregate.

Data Breach: If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

Certificate of Insurance Contract Language: The officers, employees and agents of The Curators of the University of Missouri are to be **Additional Insured** with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the supplier and the University. Supplier is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification: The Supplier agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Supplier's operations. The supplier agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Supplier or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

2.7 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.

3.0 GENERAL TERMS AND CONDITIONS

Except as otherwise specifically provided herein:

- **"University"** shall refer to The Curators of the University of Missouri.
- **"MU Health Care (or) 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 the University 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 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.

3.4 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.

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 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.

3.6 Non-Discrimination:

In connection with the furnishing of equipment, supplies, and/or services under the Contract, 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.

3.7 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 Supplier shall comply with all applicable state and federal laws, rules, regulations, and executive orders applicable to subcontractors of government contractors or to contractors of grant recipients, including those relating to equal employment opportunity of minorities, women, persons with disabilities, certain veterans and based on sexual orientation and gender identity, as each may be amended from time to time. Contract clauses required by the United States government or State of Missouri in such circumstances 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:

The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including 28 C.F.R. Pt. 35, Section 508 of the Rehabilitation Act, and RSMo. 161.935. 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) 2.2 A and AA as the minimum standard.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.2, Level A and 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) within 15 days of notice 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 2.2 A and AA guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility. If supplier does not currently comply with WCAG 2.2 A and AA, they must provide confirmation that they have a roadmap in place to comply.

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 2.2 A and AA 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; provided, however, that any such improvements shall be implemented within 15 days of notice. 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. The foregoing requirements are subject to the discretion of the University of Missouri System Director of Accessibility and ADA Coordinator.

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 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 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. 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.

3.12 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.

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 University operating procedures; and directives of University relating to protection of the health and safety of the University 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 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.

3.15 Gifts:

Any Respondent to this Solicitation or Supplier shall refrain from offering any offers of gifts to the University, and all University of Missouri 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 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.

3.17 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.

3.18 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.

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 MU Health Care locations. It shall also be available for use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, as applicable. MU Health also has various affiliates.

MU Health Care seeks to make the terms and prices of this Contract available to MUHC's affiliates. Unless specifically included in the scope of the solicitation event, extension of the terms and prices to any or all affiliates is at the discretion of Supplier and shall not be considered in the award of this Contract. The Supplier shall further understand and agree that participation by affiliates is discretionary on the part of the affiliates, and MU Health Care bears no financial responsibility for any payments due the Supplier by such entities, nor will the MU Health Care be responsible for contract administration for affiliates.

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 the University.

3.22 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.

3.23 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.

3.24 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.

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 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.

3.26 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.

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 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.