

# Request for Proposal

## Implant Hips and Knees

Date: 10/2/2024

RFP ID#: 280881

At the direction of University of Missouri Healthcare, **aptitude** is launching this RFP and you are formally invited to submit a proposal.

**Business Opportunity:** Provider has undertaken a process to review the quality and costs associated with the delivery of care with regards to impactful high volume, high-cost medical devices. Strategic Sourcing has engaged clinical leadership in this process, and they have offered support to ensure a reduction in costs while maintaining quality of care.

**Cross References:** In order to fully examine and optimize all possible award structures, Provider requests that their current product spend be cross referenced to the best of your ability so your proposal value can be fully evaluated. The attached RFP Response Template has all the items purchased for the past 12 months.

**Contract Length:** 24 months with one year extension option.

**Response Due Date:** 11/1/2024

**Contract Target Effective Date:** 1/1/2025

### Pricing / Award Structures Requested:

- Access: Strict formulary pricing (any item not meeting formulary, may not be contracted)
- Construct Methodology
- Utilize National Construct number where available
- No increases in product pricing will be accepted
- Any "revision" component utilized in a "primary" replacement case will not realize an upcharge
- Revision components will be held at **current awarded MUHC** pricing without increases.
- 2-year firm pricing with one year extension option

### Attachments associated with this RFP include:

- **RFP Response Template** – Detailed instructions for responses per Provider
- **Participating Facilities** – Facilities included in the RFP
- **Quiet Period** – For review, signature, and return

### Missouri Contracting Requirements:

- **Must agree to add terms in Custom 3 schedule with awarded contract:**

If the Agreement 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 Seller is a company with ten (10) or more employees, then Seller certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the Agreement. In this Paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

As a Missouri public Corporation, Buyer is subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to Buyer's

indemnification of other parties; confidentiality requirements; liability for other parties' acts or omissions; disclaimers and limitations on other parties' liability; liens on Buyer property; liquidated damages; waivers, disclaimers and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; and payment of other parties' attorney fees or court costs (collectively, "Limitations"). Terms and Conditions of the Agreement relating to the Limitations will only be binding on Buyer to the extent permitted by Missouri law and without waiving sovereign immunity.

### **Wasted Implants - No Charge Policy**

The supplier agrees to provide a "No Charge" policy for any implants that are deemed wasted or unusable due to the following conditions:

- **Wasted Due to Sterilization or Packaging Failure:** Implants that become unusable due to defects in sterilization, packaging, or transportation shall not incur any costs to the buyer.
- **Unused Implants:** Any implants that are opened but not implanted during the surgical procedure, provided they are returned in compliance with the supplier's standard return policy and within the prescribed time frame, shall not be charged to the buyer.
- **Defective Implants:** Implants identified as defective or not meeting quality standards prior to or during surgery shall be replaced at no cost to the buyer. Defective products must be reported to the supplier within the agreed-upon time frame to qualify for this provision.

### **Return Process for Unused or Defective Implants**

The buyer agrees to adhere to the supplier's established procedures for the return of any unused or defective implants, including:

- Completing all necessary documentation as required by the supplier.
- Returning the implants in their original packaging, where applicable, and in accordance with any specific storage or handling requirements.
- Return requests must be submitted within **[insert specific time frame, e.g., 30 days]** after the date of surgery to qualify for the "No Charge" provision.

### **Restocking Fees**

No restocking fees will be applied for the return of unused, wasted, or defective implants that comply with the conditions outlined above.

### **Additional Contracting Requirements:**

- Any awarded supplier active in aptitude will execute a CPA accordingly.
- Any awarded supplier not active in aptitude but awarded a national GPO contract will execute an agreement tied to the national GPO contract.
- Any awarded suppliers not applicable to the above two scenarios are encouraged to become active in aptitude or execute a local agreement.

**Product Evaluations:** As part of this project, physicians are supportive of evaluating products and devices that may not currently be used by University of Missouri. In the event such opportunities are identified by University of Missouri Healthcare providers, University of Missouri will work with Supplier to coordinate a product evaluation.

Please utilize the RFP Template on the following attachment to complete the requested information by 11/1/2024. All completed documents need to be submitted to [pricingrequest@aptitude.com](mailto:pricingrequest@aptitude.com) with **RFP ID#280881** and your company name in the subject line.

We ask for your reply to this communication as confirmation of receipt and please direct any subsequent questions regarding this RFP to contact information below. Thank you in advance for your cooperation and we look forward to receiving your responses and working with you on this initiative.

Regards,

Marcy

Business / Clinical Questions:

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RFP Template Questions:

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