# Health Care

January 13, 2025

REQUEST FOR PROPOSAL 31179

### GI / Endoscopy's **GI Lab Software**

for

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

(Hereafter referred to as MUHC)

#### CONTACT & SUBMITTALS

#### **Rick Hess**

Strategic Sourcing Specialist Office: 573.882.1643 RJH2c4@Health.Missouri.edu

MUHC Quarterdeck Building 2401 LeMone Industrial Blvd, Ste 171 Columbia, MO 65201

Deadline for Questions/Explanations/Interpretations

Wednesday, January 22, 2025 @ 5:00 PM Central Time

Sealed or Emailed Proposals Accepted Until

Friday, February 7, 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: "Statement of Work with Required Responses"
- Attachment C: "Supplier Diversity Participation Form"
- Attachment D: "Supplier Registration Information"
- Attachment E: "IT Security Questionnaire"
- Attachment F: "Data Breach Insurance Addendum"
- Attachment G: "IdP Integration Questionnaire"
- Attachment PA: "Proposal Agreement"

#### Volume II (<u>RFP Submittal</u> – Financials) – MUST SUBMIT

• Attachment FW: "Financial Worksheet"

#### REQUEST FOR PROPOSAL – ANNOUNCEMENT RFP 31179, GI Lab Software

#### Sealed or Emailed Proposals Accepted Until

#### FRIDAY, FEBRUARY 7, 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 <u>MUHC</u>) requests proposals for all services required for the implementation, support, and maintenance of the "GI Lab Software."

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 <u>RJH2c4@Health.Missouri.edu</u> referencing "**RFP 31179, GI Lab Software**" and specify the desire.

To ensure inclusion of all RFP correspondences, <u>Register as Participant</u> by submitting a <u>very brief</u> "Letter of Intent" (LOI) via email to Rick Hess at <u>RJH2c4@Health.Missouri.edu</u>, referencing "**RFP 31179, GI Lab Software**" 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 last date and time to submit questions (Wednesday, January 22, 2025 @ 5:00 PM Central Time), and
- the due date and time for submitting proposals (Friday, February 7, 2025 @ 3:00 PM Central Time).

#### SCHEDULE OF EVENTS, TENTATIVE:

Solicitation:	Monday, January 13, 2025	
DEADLINE FOR RFP QUESTIONS:	Wednesday, January 22, 2025 @ 5:00 PM CDT	
Release of Final Addendum/Amendment:	Tuesday, January 28, 2025, by end of day	
DEADLINE FOR SUBMITTING PROPOSALS:	Friday, February 7, 2025 @ 3:00 PM CST	
Proposal Reviews	Tuesday, February 11, 2025 – Wednesday, February 12, 2025	
Oral Presentations of Proposals:	Monday, February 17, 2025 – Wednesday, February 26, 2025	
Notice of Award	By end of day Friday, February 28, 2025	
Contract Submission by Awarded Supplier:	By end of day Friday, March 14, 2025	
Begin Contractual and IT Reviews	Monday, March 17, 2025	
Complete Reviews w-Fully Executed Documents	By end of day Friday, May 2 2025	

#### VERY IMPORTANT – MUST BE ABLE TO:

Begin Implementation by:	Monday, May 9, 2025
Complete Implementation / Go Live by:	Friday, June 20 at the latest!!!

#### 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 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:

The 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 MUHC clinical and supportive staff includes approximately 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 currently comprised of six hospitals: Ellis Fischel Cancer Center, the Missouri Orthopaedic Institute, the Missouri Psychiatric Center, University Hospital, the new Children's Hospital, and the addition of Capital Region 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. MUHC also partners with the Oracle 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<sup>®</sup> 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 GI/Endoscopy Lab Software application.

#### 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

- Attachment B: "Statement of Work with Required Responses"
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#### Volume II (RFP Submittal – Financials) – MUST SUBMIT

• Attachment FW: "Financial 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 Sates 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 nondisabled 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 guarantine 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 RFP 31179, GI Lab Software

#### 1.1 Introduction / Background / Insight:

We are soliciting proposals for Gastrointestinal (GI)/Endoscopy lab software as utilized by our University Hospital (UH) and Fairview Digestive Health facilities in Columbia, Missouri, and our Capital Region Medical Center (CRMC) in Jefferson City, Missouri.

Through this Request for Proposal (RFP), we wish to:

- Enhance our current GI/Endoscopy processes and delivery in providing the most advanced, comprehensive, and advantageous software solution available in the industry.
  - This will be evidenced through the mandatory and desired criteria as proposed according to "Attachment B. Statement of Work with Required Responses", and
  - $\circ~$  The resulting presentations of the finalists selected through the initial RFP scoring of the proposals.
- Enter a five-year relationship three fixed years plus two optional annual renewals.

#### Background/Insight:

University Hospital's GI Lab is located on the Main Campus of the hospital, and where advanced endoscopy procedures are performed. This location serves our inpatient and emergency GI needs. Outpatient diagnostic GI procedures are also performed here making this location the most diverse of the locations for GI procedures within the MU Health Care system.

Our Fairview Digestive Health facility serves outpatient diagnostics for GI procedures. This GI center is a standalone building located on Fairview Road.

Capital Region Medical Center (CRMC) was acquired by MU Health Care as of January 1, 2024. It is a moderately sized community hospital located in Jefferson City, Missouri. Most of CRMC's GI procedures are performed in a state-of-the-art outpatient surgery center attached to the hospital with other inpatient and advanced procedures performed within the main hospital.

MU Health Care GI provides a wide range of services and procedures. In addition to diagnostic procedures MU Health Care provides specialized advanced endoscopy procedures that are not typically performed in other community centers, drawing patient referrals statewide. These procedures and services include but not limited to procedures for treatment of submucosal tumors, Barrett's esophagus, biliary cancers, pancreatic cysts and tumors, bile duct stones, fecal incontinence, GI motility disorders, and liver disease. MU Health Care also provides a GI Fellowship, training the next generation of GI physicians.

Our projected annual procedures:

- University Hospital: 4,300
- Fairview Digestive Health: 6,100
- Capital Region Medical Center: 7,600

#### **1.2** Register as Participant with a "Letter of Intent"

**To ensure RFP correspondences Register as Participant** by submitting a <u>very brief</u> "Letter of Intent" (LOI) to Rick Hess at <u>RJH2c4@Health.Missouri.edu</u>, referencing "**RFP 31179, GI Lab Software**" 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 last date and time to submit questions (Wed, January 22, 2025 @ 5:00 PM CST), and
- the due date and time for submitting proposals (Friday, February 7, 2025 @ 3:00 PM CST).

#### **1.3** Preparation of Proposals

The respondent is expected to examine the Statement 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 initialized by the person authorized to sign the proposal.

#### 1.4 Pre-Proposal Conference

There will not be a formal pre-proposal conference.

#### **1.5 Questions/Explanations/Interpretations**

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

Rick Hess at <u>RJH2c4@Health.Missouri.edu</u>, referencing "RFP 31179, GI Lab Software" in the subject.

#### NOTE: The deadline for submitting questions is Wednesday, January 22, 2025 @ 5:00 PM CST.

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 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\*

#### **1.6 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.

#### 1.7 Proposal Submission

#### OPTION 1 (Electronic via Email)

To be eligible for consideration, an email with two attachments (either in Microsoft 365 or PDF format) must be submitted and received by Friday, February 7, 2025 @ 3:00 PM CST in the following format:

- To (Rick Hess): RJH2c4@Health.Missouri.edu
- Subject (must be): RFP 31179, GI Lab Software, Due: 02/07/25 by 3:00 PM CST
- Volume I attached and named:
  - VI RFP 31179, GI Lab Software, Attach B-PA (YYMMDD) Your Firm's Name
- Volume II attached and named:
  - VII RFP 31179, GI Lab Software, Financials (YYMMDD) Your Firm's Name
- **Body:** Please do not include any of your "proposal" in the body of the email. Clearly include the name, email address and phone number of the person you wish to receive confirmation of receipt, and who Rick Hess may call with any questions or issues with the proposal (such as an attachment will not open properly).

Rick Hess will (1) open the email to reply with confirmation of receipt, (2) open the attachments only to ensure there is no issue with access, (3) close the attachments immediately without review, and (4) will not reopen the attachment prior to the submission deadline.

#### **OPTION 2** (Hand or Carrier Delivered)

To be eligible for consideration, a sealed proposal packet [one (1) original, clearly identified as containing documents with original signatures and one (1) electronical copy of the entire submission on a flash drive], divided into two packets:

- Volume I named:
  - VI RFP 31179, GI Lab Software, Attach B-PA (YYMMDD) Your Firm's Name
- Volume II named:
  - VII RFP 31179, GI Lab Software, Financials (YYMMDD) Your Firm's Name

And must be submitted and received by Friday, February 7, 2025 @ 3:00 PM CST to the following address:

#### **Rick Hess**

Strategic Sourcing Specialist MUHC Quarterdeck Building 2401 LeMone Industrial Blvd, Rm 171 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 31179, GI Lab Software

Due: 02/07/25 by 3:00 PM 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. Acceptable evidence to establish the time of receipt is the CST date/time of the email, or an MUHC stamped CST date/time 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 issue a Notice of Award by the end of day **Friday**, **February 28**, **2025**.

RFP 31179

**GI Lab Software** 

**Request for Proposals** 

## **VOLUME I**

### **Required Submittals**

(All but Financials)

Attachment B: "Statement of Work with Required Responses"

Attachment C: "Supplier Diversity Participation Form"
Attachment D: "Supplier Registration Information"
Attachment E: "IT Security Questionnaire"
Attachment F: "Data Breach Insurance Addendum"
Attachment G: "IdP Integration Questionnaire"

Attachment PA: "Proposal Agreement"

#### ATTACHMENT B STATEMENT OF WORK WITH REQUIRED RESPONSES RFP 31179, GI Lab Software

#### 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 GI/Endoscopy Lab Software application.

#### **1.2** Proposal Submission

See Attachment A: Instructions to Respondents, Specific to this RFP, Section 1.7.

#### **1.3 Proposal Requirements**

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

Shall provide thorough responses to all Statement of Work items below.

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

- <u>Proposal Cover Letter</u>: 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 detailed description of the organizational structure and the history, present, and future dedication to GI Lab Software.
    - Approximately what percentage of your operation focuses on this program?
    - How many clients are currently utilizing this program? How many of these are in the healthcare field with over 2,500 employees? Please support with statistics.

#### • General Experience and Expertise:

- Comprehensively discuss your team's experience and expertise with GI Lab Software including success stories and statistics to support achievements (if applicable).
- 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 in the hospital, clinic, and practitioner arenas.
- Confirm that key staff will be readily available to <u>begin implementation by</u> <u>Monday, May 9, 2025</u>, and <u>complete implementation no later than Friday, June</u> <u>20, 2025</u>. Provide any scenarios which may impair the respondent's ability to proceed expeditiously.

#### • Previous Experience:

 Provide details on at least six (6) current applications of GI Lab Software that have been successfully deployed, are fully functional, and have been in service for at least two (2) full years. At least three (3) applications in healthcare with over 2,500 employees, over 250 beds, and most pertinent to the statement of work. Discuss successes as well as challenges. <u>No contact information, just facility names</u>.

#### • 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 with this application.
- Provide examples of special knowledge or understanding of the healthcare industry, especially academic and medical centers. Please describe any special knowledge in this realm.
- Describe 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.

#### • Price Structure:

- As costs are not considered in the initial evaluations, complete and submit "Attachment FW – Financial Worksheet" <u>separately</u> 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 term of
  this contract; 5-year with a minimal term of 3 years plus two renewable annual
  terms that may be non-renewed with proper notice as accepted in the agreement.

#### • References:

- If presented a Notice of Award, we may request at least three (3) separate clients who are currently utilizing your applications of GI Lab Software that is successfully deployed, fully functional, and has been in service for at least two (2) full years. References would be required to be in healthcare with over 2,500 employees, over 250 beds, and most pertinent to this statement of work.
  - We may ask for facility name, contact name, and contact information.

#### • Attachments (must provide the following with the proposal):

Be certain to thoroughly complete and submit "Volumes" separately.

• Volume I – Attachments B (this document), plus

C, D, E, F, G and PA: Proposal Agreement

Volume II – Attachment FW: Financial Worksheet

#### **1.4 SPECIFICATIONS**

#### <u>Criterion 1 – IT, IT Security, HIPAA</u>

#### Mandatory

1. Complies and able to provide HIPAA audit results for storing and protecting Personal Health Information (PHI) and willing to enter a Business Associate Agreement (BAA).

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

2. No offshore support if it includes PHI visibility (this is a CMS regulation that will be required for the BAA).

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

3. Software supports the capability of organizational grouping capabilities to manage complex business groups and legal entities within our structure.

Provided? Yes \_\_\_\_ No \_\_\_\_

4. System supports integration to Oracle Electronic Medical Record (EMR) system.

Provided? \	/es	No
Response:		

5. Software has Roles-Based Access Controls (RBAC) with custom role creation capabilities.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

6. Supports external users access (vendors, trusted advisors, etc.) to the software.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

7. Must provide Single Sign-On (SSO) logins for user access.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response: 8. Will enter into a business associate agreement provided by MUHC if MUHC Information Security classifies the data as Personal Health Information (PHI).

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

9. Will complete a HECVAT FULL (most recent version) or independent audit (SOC 2 Type 2, HITRUST, ISO 27001) where the scope of the audit covers the operational practices and technical controls.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

10. Has completed vulnerability scans and penetration testing reports within the previous 12 months.

Provided? Y	es N	lo
Response:		

11. Has documentation of secure coding practices including framework adoption.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

12. The solution supports the unique user identification requirement of HIPAA.

Provided?	Yes	No
Response:		

13. The solution supports Role-Based Access Controls (RBAC) to enforce HIPAA's minimum necessary requirement.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

14. Is able to provide audit logging capability with audit logs that MU Health Care can access.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

15. All PHI stored on respondent's systems and subsystems are encrypted with industry approved encryption technology.

Provided? Yes \_\_\_\_ No \_\_\_\_

- 16. Respondent utilizes zero trust methodology. On-prem Servers, Appliances, and Devices must:
  - a. Support residing in an isolated VLAN where inbound and outbound traffic must be allowlisted.
  - b. Support MUHC endpoint detection and response (malware protection).
  - c. Support operating systems that are not end of life support.

#### Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

17. If the solution needs to send email where the "from" email address is from a UM domain (e.g., @health.missouri.edu, @umsystem.edu, @missouri.edu), the solution must support subdomains (e.g., @vendorsolution.health.missouri.edu).

Provided?	Yes	 No	

Response:

18. Mobile apps (if applicable) must be capable of running under MUHC's Mobile Device Management solutions.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

19. System supports integration to Oracle Electronic Medical Record (EMR) system.

Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

#### Desired

1. The solution is cloud-based, Software as a Service (SaaS), or hosted on any system that is not operated by University of Missouri Health Care – Microsoft Azure preferred.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

2. Software supports custom branding capabilities.

Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

3. Procedural CPT coding is integrated within clinical documentation

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

4. Has a recent independent vulnerability scan and penetration testing reports within the previous 12 months.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

5. Has independent documentation of secure coding practices, including framework adoption.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

- 6. Solution supports Microsoft Azure's Single-Sign-On through UM System's Azure instance or LDAP.
- 7. Audit logs are available for no less than 12 months.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

- 8. Solution creates audit logs for the following:
  - a. When a user accesses, creates, modifies, or deletes PHI of an individual (e.g., a single record or partial record of a patient) to include what action is taken in what part of the system (i.e., window or webpage).
  - b. When a user accesses PHI of a group of individuals (e.g., list of patients to select).
  - c. When a user exports PHI (e.g., create a report, export data to CSV).
  - d. When a user creates, modifies, or deletes a user.

#### Provided? Yes \_\_\_\_ No \_\_\_\_

#### **Response:**

- 9. Logs contain the following information:
  - a. User identifier such as username.
  - b. Description of action.

- c. Date and time of action.
- d. Identifier of individual accessed (e.g., medical record number).
- e. Description of data accessed or reference window (e.g., demographics, lab results, clinical note).

Provided? Yes \_\_\_\_ No \_\_\_\_

Res	bon	se:
	PO	

10. Audit logs cannot be modified by the customer or vendor.

Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

11. User accounts can be disabled or deactivated rather than deleted.

Provided?	Yes	No
Response:		

12. Use of application-based authentication can be disabled.

Provided?	Yes	 No	

Response:

13. Desktop application must not require admin privileges to be used by the end user of the application.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

14. All PHI transmitted or received by vendor's systems and subsystems is encrypted with industry approved encryption technology.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

15. Procedural CPT coding is integrated within clinical documentation

Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

#### Additional Information

- What are the limitations for integrating with other systems?
   Response:
- If your system is hosted, what cloud hosting provider do you use?
   Response:
- If your system is hosted does your cloud architecture support high availability?
   Response:
- If your solution is hosted, is all data stored in the US and accessed only by US-based resources?
   Response:
- What additional security controls are available for external users?
   Response:
- 6. What security certifications/reports does your company have that are pertinent to this solution (ISO/IEC 27001 or SOC 2 Type II report, etc)?

#### **Response:**

- How do you manage the image repository? Which PACS systems do you interface with?
   Response:
- 8. Provide an overview of your current and planned incorporations of Artificial Intelligence (AI) for this solution. Include anticipated timelines for planned applications.

**Response:** 

#### Criterion 2 - Imaging Functionality

#### Mandatory

1. Images are upload immediately from processor to product.

Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

2. The functional saved images must be diagnostic quality.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

Images shall be easily exported for printing.
 Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

4. Cine clips must be able to be collected, edited, saved and accessed from the report.
 Provided? Yes \_\_\_\_ No \_\_\_\_
 Response:

5. Images must be able to be referenced to their location and anatomic map.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

6. Images are stored and archival to a separate PACS system.

Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

7. Must provide connectivity to third-party PACS.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

#### Desired

1. Images do not lose diagnostic quality when enlarged.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

#### Additional Information

1. Describe additional product capabilities that differentiates your system from others on the market.

Response:

2. Are there limited numbers of diagnostic images that can be attached per procedure note? <u>What is your maximum</u>?

**Response:** 

What is the minimal resolution of functional saved images?
 Response:

#### Criterion 3 - Reporting Capabilities

#### Mandatory

1. Reports shall electronically interface with Oracle and easily retrievable by Oracle users.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

2. Reports (including images) can be uploaded to the patient's Chart for their review.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

3. Must have an easily searchable procedure findings and interventions.

Provided? Yes \_\_\_\_ No \_\_\_\_

Response:
-----------

4. Must be able to enter procedural complications into the report ad hoc.

Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

#### Desired

1. A direct, electronic pathology interface that can addend the procedure report with the pathology report, and compatible with current University of Missouri Health Care's pathology reporting program.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

#### **Additional Information**

1. How are quality metrics - cecal intubation, withdrawal time and adenoma detection rates determined and reported?

**Response:** 

#### Criterion 4 – Support

#### Mandatory

1. Support should be available 24x7x365 and will sign a service level agreement detailing specific response times.

Provided? Yes \_\_\_\_ No \_\_\_\_

**Response:** 

2. Dashboards are available for data tracking/trending.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

#### Desired

1. Your company supports and maintains an active user community where ideas can be discussed.

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

2. Maximum 1-hour response window. What is your guaranteed response time?

Provided? Yes \_\_\_\_ No \_\_\_\_ Response:

Vendor must have proactive monitoring and alerting for solution performance and uptime.
 Provided? Yes \_\_\_\_ No \_\_\_\_

Response:

#### Additional Information

- Describe your organizations support and maintenance policy for this solution?
   Response:
- 2. What are the support options and are the time frames for the support availability?

#### Response:

- What is your planned patch frequency and downtime maintenance windows for hosted solutions?
   Response:
- What is your functional uptime commitment for hosted solutions?
   Response:
- What are your SLA response times?
   Response:
- What is your escalation methodology from triage to issue resolution?
   Response:
- What data tracking/trending reporting options are there?
   Response:
- What tools do you provide for teaching and research?
   Response:

#### Criterion 5 -Strategic Roadmap

#### Additional Information

1. Please provide a description of significant product line enhancements planned for the near future (over the next 1-2 years).

#### **Response:**

2. Even if outside the scope of this RFP, describe any related and notable modules (current or planned) for the integrated risk management platform.

#### **Response:**

#### 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.

<u>Tier 2 Supplier Diversity Information</u> - 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.

• <u>Direct dollars</u> - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

• <u>Indirect dollars</u> - 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: \_\_\_\_\_

Information Security Requirements
Vendors must demonstrate compliance with the security criteria listed below by responding in writing to every statement and question in the identified categories. Validation of the answers provided by the vendor may be conducted during the review/audit process. Any erroneous information could limit the vendor's ability to finalize implementation of a new solution or place a hold on continued use of a current solution. Vendors are expected to maintain an awareness of the laws and regulations applicable to the use of the use of a current solution. Vendors are expected to maintain an awareness of the laws and regulations applicable to the use of the solution in a University environment.
Data Classification LINKS: https://www.umsystem.edu/ums/is/infosec/classification https://www.umsystem.edu/ums/is/infosec/classification-definitions
The University uses a "Data Classification System" (DCS) to assign "Data Classification Levels" (DCL) for all University owned or hosted IT-based systems. <u>This system will have a DCS Level of 4</u> . Security requirements for the DCS can be found at: https://www.umsystem.edu/ums/is/infosec/classification &/classification-definitions (links above). The University of Missouri reserves the right to periodically audit any or all hardware and/or software infrastructure provided by the vendor to ensure compliance with industry standards and best practices as well as the requirements of the University's DCS. When applicable, the University of Missouri reserves the right to periodically audit any or all hardware and/or software infrastructure provided by the vendor to ensure compliance with industry standards and best practices as well as the requirements of the University's DCS. When applicable, the University of Missouri requires compliance with the Health Insurance Portability and Accountability Act (HIPAA), FERPA, GIBA, PCI specifications, and all other applicable state, local and federal laws and regulations.
The University considers security to be an ongoing responsibility and as a result, these information security criteria are subject to additions and changes without warning. When appropriate, the vendor will be expected to work in good faith with the University to maintain compliance with new laws and regulations and/or to improve the security of the solution.
Compensating Controls and Descriptions
All statements and questions below are mandatory unless they are not applicable. The vendor must clearly explain why a given question is not applicable. For all other questions, if a requirement cannot be met, the vendor still has an opportunity to meet the requirement by the use of compensating controls. Compensating controls must be described in full in the appropriate column, including a full explanation of the compensating control detailing how the control meets the intent of the original question. In some instances, the University has requested that the vendor provide a description to accompany their response to a particular statement or question below. Descriptions are requested when a "Meets or Exceeds" answer alone could be deceptive without further detail.
When more room is needed to fully explain the compensating control or provide further detail, attachments can be included so long as such attachments are labeled and cross-referenced in the "Comments or Explanations of compensating controls" column. The University has the sole right to determine if a proposed compensating control is acceptable and if the details provided describe a solution that truly meets or exceeds the University's needs.
Vendor/Product Information (MUST BE COMPLETED)
Vendor Name and Contact Information
Product Name and Brief Description RFP 31179, GI Lab Software
Does this solution store and/or transmit any of the following types of restricted and/or highly restricted data? Check all that apply.
— Protected Health Information (PHI); — Payment Card Industry (PCI); — Gramm-Leach-Biliey Act (GLBA); — Social Security Numbers (SSN); — Federal Educational Rights & Privacy Act (FERPA)
Biometric Data (fingerprints, handprints, etc.); Personally Identitiable Information (PII); Intellectual Property; Confidential Research
Vendor represents and warrants that their responses to the above questions are accurate and that the system configuration will continue to conform to these answers unless mutually agreed upon by the University and the Vendor. Vendor further agrees to work with the University in good faith to maintain compliance with new laws and regulations and/or to improve the security of the system.
Agreed this day of 20
Company Name
Signer's Name and Title
Signature

University of Missouri

# University of Missouri Information Security Requirements

	This is DSC Level			
	4	Meets	Does Not Meet	
Requirements	Please respond to all that include this DCS Level (These are Links to DCS)	"X"	"X"	Comments/Compensating Control
<ol> <li>The vendor must acknowledge and agree to allow the University, at its discretion, to inspect/assess all or portions of the proposed solution prior to placing the system into production. The University does not need the vendors "code" to perform such assessments, however, the University will use web application (IBM AppScan, HP WebInspect) and network vulnerability tools (Nessus) in coordination with the vendor's technical team when appropriate. The results of the assessment(s) will be provided to the University customer (i.e., the department) and to the vendor.</li> </ol>	ĪĒ			
1.a The vendor must agree to remediate high risk security vulnerabilities that are identified by such assessments within a reasonable time frame and at no cost to the University. Medium and low risk vulnerabilities should also be remediated but will be scheduled for remediation based on a mutually agreeable timeframe. (This applies to generally accepted security vulnerabilities within the industry. NOT changes or modifications that would be considered customerrequested improvements or functionality enhancements.)	T			
<ol> <li>Upon request, details of any third party reviews related to industry or regulatory compliance must be made available for University review. Vendor MUST include third party web application and server vulnerability and/or penetration tests if available. Redacted reports are acceptable. Please check all that are available: SOC2 Report; <u>HiTrust Certification;</u> <u>Other;</u> None available</li> </ol>	DCL3 and DCL4			
<ol> <li>Vendor must comply with applicable industry standards and best practices for system administration and application development (i.e. OWASP). Indicate which industry standards are utilized by the vendor.</li> </ol>	T			
4. If applicable, Payment Card Industry - Data Security Standard (PCI-DSS) or Payment Data Security Standard (PA DSS) compliance is required. The vendor can comply with this tiem if it has attained PCI certification for the overall set of products/services being proposed or by having one or more system implementations that are currently PCI certified. Provide evidence of such certification attached to the response. If available, the vendor must provide a guide for PCI-compliant implementation of their product.	DCL4			

# University of Missouri Information Security Requirements

	This is DEC Louis			
	4	Meets	Does Not Meet	
Requirements	Please respond to all that include this DCS Level (These are Links to DCS)	"X"	"X"	Comments/Compensating Control
Authentication, Authorization and Password Security				
<ol> <li>The University requires that the vendor allow authentication to their system through existing University authentication methods. For on-campus systems, Shibboleth/SAML2.0 (preferred) or Microsoft Active Directory (AD) is required. For vendor-hosted systems, Shibboleth/SAML 2.0 (SP initiated) is required. Vendor must provide their Shibboleth/SAML 2.0 integration documentation. Please check all that are supported: Windows AD;LDAP;Shibboleth/SAML 2.0;Other</li> </ol>	DCL2, DCL3 and DCL4			
<ol> <li>For vendor-hosted systems that are unable to implement or are not required to use Shibboleth/SAML 2.0 (SP initiated) at the University's discretion, the vendor must meet the following University Password Standards:         <ul> <li>Passwords requirements must be enforced and meet the fullowersity Password Standard</li> <li>Phips://www.umsystem.edu/ums/is/infosec/standards- password.</li> <li>Password Standard</li> <li>Intips://www.umsystem.edu/ums/is/infosec/standards- password.</li> </ul> </li> <li>Passwords must be stored in a manner such that they are not decryptable. (This usually means a one-way hash and salt).         <ul> <li>Password recovery mechanisms must be in place for users who forget their password.</li> <li>The authentication session must be encrypted. (HTTPS for we bapilications).</li> <li>Support for SSL v2/v3 and TLS 1.0 must be disabled. Only TLS 1.2 should be supported 1.1.1 fn ecessary.</li> </ul> </li> </ol>	DCL2, DCL3 and DCL4			
Application Security				
<ol> <li>The database must be segregated from front-end systems (i.e web and application servers.) Please describe how this is accomplished.</li> </ol>	DCL3 and DCL4			
Cryptography/Encryption				
<ol> <li>Except for the viewing of static Web pages, the vendor must ensure that all other transmissions to and from the system, including file transfers, data in process, authentication mechanisms, end-user and administrator access, etc. are handled via encrypted protocols.</li> </ol>	<u>AI</u>			
<ol> <li>Any data stored at rest on a hard drive, on a file server and/or in a database MUST be encrypted or granted an exception by the appropriate Information Security Officer at https://www.umsystem.edu/ums/is/infosec/admin/</li> </ol>	DCL4			

# University of Missouri Information Security Requirements

		Monte	Door Not Mont	
Requirements	Please respond to all that include this DCS Level (These are Links to DCS)	"X"		Comments/Compensating Control
	Answer These Add	itional Quest	ions If The Propos	Answer These Additional Questions If The Proposed Solution Will Be Vendor Hosted
<ol> <li>The vendor must immediately disable all or part of the system functionality should a security issue be identified.</li> </ol>	II			
<ol><li>The University requires notification of actual or suspected security incidents/breaches within 24 hours of the vendor's first knowledge of such an event.</li></ol>	Ī			
<ol><li>The proposed solution must be behind a firewall to protect and limit access to the system.</li></ol>	DCL3 and DCL4			
<ol> <li>The vendor must ensure that University of Missouri owned or provided data is segregated and protected from other customers. Please describe how this is accomplished.</li> </ol>	ĪF			
<ol> <li>The vendor must always change vendor-supplied defaults before installing a system on the network.</li> </ol>	AII			
<ol><li>The vendor must remove or disable unnecessary default accounts before installing a system on the network.</li></ol>	IIF			
<ol> <li>The vendor must prohibit group, shared, or generic accounts, passwords, or other authentication methods as follows:</li> <li>Generic user IDs and accounts are disabled or removed;</li> <li>Shared user IDs for system administration activities and other critical functions do not exist; and</li> <li>Shared and generic user IDs are not used to administer any system component.</li> </ol>	Ī			
<ul> <li>8. The vendor must configure user password parameters to require passwords meet the following:</li> <li>Minimum password length of 8 characters</li> <li>Contain both alphabetic and numeric characters</li> </ul>	ĪĪĒ			
<ul> <li>The application/system/environment must be monitored consistently (24x7) for integrity and availability.</li> <li>Data center is hosted by:</li> <li>Wendor; Third party (please specify)</li> </ul>	IIV			
<ol> <li>The system must provide user access logs:</li> <li>Will you provide on-line access to query the logs?;</li> <li>If not, can you SFTP the log to our Splunk instance?;</li> <li>If not, can you provide a report on a schedule or on demand?;</li> <li>What security events are logged?;</li> <li>How long are access and security logs retained?;</li> <li>Describe backup recovery and resiliency of information system; and</li> <li>Do logs contain ePHI? If yes, which identifiers are collected?</li> </ol>	DCL3 and DCL4			

### Data Breach Insurance Addendum

THIS AGREEMENT is made and entered into this \_\_\_\_day of \_\_\_\_\_, \_\_\_, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF UNIVERSITY OF MISSOURI HEALTH CARE, a public corporation of the State of Missouri, (hereinafter "MUHC") and \_\_\_\_\_\_ (hereinafter "Vendor").

MUHC desires to obtain from Vendor, and Vendor desires to provide to MUHC, the following product(s)/service(s):

Both parties agree that the products(s)/service(s) to be provided, either in whole or in part, affect MUHC data held electronically and/or MUHC IT infrastructure or services. In order to protect these assets of MUHC, Vendor agrees to the following:

#### **General Requirements**

All information technology (IT) applications and systems used by the MUHC must be developed, implemented, and maintained in a secure manner in accordance with either established University of Missouri policy or, in the absence of a specific University of Missouri policy, in accordance with industry-standard best practices.

In addition, the University of Missouri requires compliance with the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Payment Card Industry (PCI) specifications, and all other applicable state, local and federal laws and regulations.

Vendor certifies that it has read and will comply with the University of Missouri's guidelines for application development (<u>https://www.umsystem.edu/ums/is/infosec/sections-sysapp</u>) and all applicable elements of the University of Missouri Information Security Program (<u>https://www.umsystem.edu/ums/is/infosec</u>).

Vendor agrees to protect the privacy and security of MUHC data at all times and further agrees not to use or disclose such data other than to accomplish the objectives of this agreement.

Vendor agrees to complete a University of Missouri Information Technology Standards and Requirements Questionnaire, if requested. The completed questionnaire will be evaluated and if approved, will be included as part of this agreement.

Vendor represents and warrants that their responses to the University of Missouri Information Technology Standards and Requirements Questionnaire are accurate and that the system and/or application configuration(s) will continue to conform to these answers unless mutually agreed upon by MUHC and Vendor. Vendor further agrees to work

with MUHC in good faith to maintain compliance with any new and applicable statutory and/or regulatory requirements imposed upon MUHC and/or to improve the security of the application(s)/system(s) in accordance with industry best practices.

In accordance with the University's Data Classification System, MUHC may assess any web page/ application solely for the purpose of determining if any security vulnerabilities exist which could adversely affect the operation, integrity, privacy or security of MUHC's IT assets. Vendor agrees to remediate any vulnerability identified at its own costs.

#### **Detailed Requirements – Insurance and Indemnification**

Vendor agrees to maintain Data Breach coverage to cover claims arising out of the negligent acts, errors or omissions of Vendor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided shall not be less than \$2,000,000 per occurrence, \$5,000,000 aggregate. The officers, employees, and agents of The Curators of the University of Missouri on behalf of University Missouri Health Care are to be Additional Insured with respect to the project to which these insurance requirements pertain.

The Vendor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri on behalf of University of Missouri Health Care, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Vendor's operations. The Vendor 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 Vendor or at the option of MUHC, agrees to pay or reimburse MUHC for the Defense Costs incurred by MUHC in connection with any such liability claims, or demands.

The parties hereto understand and agree that MUHC 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 MUHC, 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 Vendor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, MUHC shall have the right to cancel and terminate the contract without notice.

#### Vendor

Vendor Name

Vendor Representative Signature

Date

#### UM System IdP (ID Providers) Integration Questionnaire

#### Requestor Contact Information (the University/department contact)

Requestor Name:

Requestor Email Address:

Requestor Phone Number:

**Requesting Department Name:** 

Requesting Business Unit:

#### **External/Third Party Contact Information**

Sales Contact Name:

Technical Contact Name:

Company:

Email address:

#### Service Provider (SP) Information

- 1. Name of application/service:
- 2. Application URL:
- 3. Description of application/service:
- 4. Service Provider Solution (i.e. Shibboleth, OpenSAML 2 or other product):
- 5. Is your entire site protected using SSL? If no, will you use SSL to protect the authentication session? If no, explain why:
- 6. Will you be expecting attributes to be passed for authorization purposes? If so, list and describe attributes:
- 7. How will attributes be used in the application/service?
- 8. Will attributes be used for any other purpose? (i.e., given to third parties, used for reports, etc.)
- 9. Will attributes be stored? If yes, how will attributes be stored and for how long?
- 10. Do you support SP initiated SSO?
- 11. Can you consume a metadata file?
- 12. Does your SP support XML signature/encryption?
- 13. Does your SP support signed/encrypted assertions?
- 14. Will your SP metadata be emailed directly to us?
- 15. Does your SP metadata file contain, at a minimum, the following components?
  - a. <md:EntityDescriptor>
  - b. <md:SPSSODescriptor> (must include the proper protocolSupportEnumeration)
  - c. <md:KeyDescriptor>
  - d. <md:SingleLogoutService> (if any)
  - e. <md:NameIDFormat> (if any)

Please send completed questionnaire to umdoitsasupport@umsystem.edu.

#### ATTACHMENT PA

#### **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 amendment \_\_\_\_ 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-M	ail Address:
Number of calendar days delivery after receipt o	f	Payment Terms: Note:
order: Net 30 is default. Early pay discounts encourage		Net 30 is default. Early pay discounts encouraged.
Select Payment Method: SUA		ACH Check
Type of Business: Individual Partnersh	nip	Corporation Other:
If a corporation, incorporated under the laws of the State of:		
Licensed to do business in the State of Missouri?yesno		
Maintain a regular place of business in the State	of Mi	ssouri?yesno

RFP 31179

### **GI Lab Software**

**Request for Proposals** 

## **VOLUME II**

### **Required Submittal**

(Financials)

Attachment FW: "Financial Worksheet"

#### ATTACHMENT FW FINANCIAL WORKSHEET RFP 31179, GI Lab Software

**Important**: This is a <u>sample</u> 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 term of this contract.

**NOTE**: This shall be a 5-year contract with a minimal term of 3 years plus two renewable annual terms that may be non-renewed with proper notice as accepted in the agreement.

Please provide pricing detail for each of the following items:

a. Total Year 1 Total Estimated Cost \$\_\_\_\_\_ Year 1 Itemization (including implementation) \$ 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