



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2332-23

Proposal Due Date – 3/30/23

Auto Claims Administrator

And

Motor Vehicle Record Checks



UNIVERSITY OF KENTUCKY

Purchasing Division

REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	UK-2332-23	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	3/2/23	UNIVERSITY OF KENTUCKY
Title:	Auto Claims Administrator and Motor Vehicle	PURCHASING DIVISION
Purchasing Officer:	Record Checks	411 S LIMESTONE
Email/Phone:	Rebecca Purcell	ROOM 322 PETERSON SERVICE BLDG.
	rpurcell@uky.edu 859-257-5479	LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 3/30/23 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

- The University's Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, the Attachment A University of Kentucky General Terms and Conditions for RFP UK-2332-23, and Attachment B University of Kentucky Data Privacy and Security Addendum for RFP UK-2332-23, apply to this RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
- That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky seeks to partner with one or more Auto Claims and Motor Vehicle Record (MVR) Check Administrator(s) whose resources and customer focus can effectively assist the University of Kentucky in managing the risks described. The successful offeror(s) will demonstrate the ability to manage total post loss cost and/or provide MVR screening while maintaining the highest level of service to the customer under the program. Responsive and friendly claims service is the expected, not the exception.

Further, the University of Kentucky seeks to manage its cost of risk by providing the best risk management program available. High-quality cost-effective claim/MVR service is an integral part of that offering.

The University of Kentucky's goal is to decrease liability claim costs and manage driver risk through a working partnership with one or more claim service providers. The successful offeror(s) will work closely with UK's personnel to provide effective, aggressive result-oriented claim service and MVR screening process. UK will continually monitor, audit, and seek to improve the claim handling process and clarify roles and responsibilities between UK's internal staff and successful offeror(s) partners. UK requires adherence to claim handling Best Practices as defined in the sample Account Instructions located in this RFP section.

The two services included in this RFP are 1) Third Party Administrator services for Auto and General Liability claims and 2) Running Motor Vehicle Record checks for UK employees. Interested parties can respond on one or both services.

For UK's auto and general liability claims the offeror is expected to aggressively investigate BI and PD claims, to make prompt and well supported decisions regarding payment and to aggressively document damages and pursue settlement where warranted. For all claims, the offeror is expected to utilize internal and external resources constructively and with cost effective focus.

With respect to running Motor Vehicle Record checks, the desired solution will have the ability to integrate via single sign-on, allowing UK users to log on to the system with university credentials. The data should be available for authorized University users to review online.

UK, in partnership with our Risk Management Broker, will actively participate in, and exercise substantial control over claims administration. The selected Claim Administrator shall be attuned to specific UK requirements and be willing to take direction from UK and Broker.

UK requires flexibility in the selection of claim related services including outside investigators, appraisers, outside experts, and legal service providers. UK expects proper management of all service providers, whether selected by UK or the offeror and will work with the offeror to develop specific criteria for referral and utilization.

The claims administration and service agreement for the University of Kentucky is to be quoted and treated as separate, distinct and independent of all insurance agreements, unless prohibited by policy language or law. The MVR quote can be quoted as an individual service or bundled with the claims administration.

2.2 Background Information

The University of Kentucky is self-insured for Auto and GL. This contract is for Third Party Administrator services only. Brokerage services for excess insurance above the Self-Insured Retention (SIR) or deductible are provided through a separate contract.

Motor Vehicle Record Checks

The current process is to mail hard copies of the signed forms (from either the original document or a scan) to the Third-Party Administrator (TPA) with reporting of results back to the University by the TPA. There are approximately 1,900 MVR forms run by the TPA each year. The current cost per record is the state fee plus a \$4.00 handling fee to the TPA. The University prefers solutions to migrate this manual process to an electronic process using single sign-on or similar integration.

2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 million in extramural grant and contract funding in fiscal year 2021-22. Fifty-six percent of this funding comes from agencies in the federal government (\$256M) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense, and numerous other federal, state and industry sponsors. Expenditures from R&D activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky. The designation was renewed in 2018.

The University of Kentucky was awarded a \$20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 808-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 221 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with over 37,000 discharges in 2021.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center based in Ashland Kentucky officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio, and West Virginia. Its health system is comprised of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company, and six urgent care centers.

UK's agenda remains committed to accelerating the University's movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building

a diverse community and its engagement with the larger society. It is all part of the University's fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Supplier Diversity and Procurement

The University of Kentucky is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort.

Among the University's goals for DBE participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers
- Educate vendors on "how to" do business with the University
- Support diverse vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement
- Encourage participation of qualified diverse vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse vendors
- Sponsor events to assist diverse vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	3/2/23
Deadline for Written Questions	3 p.m. Eastern Time on 3/8/23
RFP Proposals Due	3 p.m. Eastern Time on 3/30/23

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Rebecca Purcell
 Purchasing Division
 University of Kentucky
 322 Peterson Service Building
 Lexington, KY 40506-0005
 Phone: (859) 257-5479
 Fax: (859) 257-1951
 E-mail: rpurcell@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.4 **Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.5 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

3.6 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies
- **Financial Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope

and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.7 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.8 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.9 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.10 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.12 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.13 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.14 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.15 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.16 Questions

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.17 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.18 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.19 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.20 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by the Purchasing Division as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
6. Offeror shall describe in detail their company’s commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In additional, please indicate the diversity nature of your company as well as ownership race/ethnicity.

Diverse Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity not indicated	

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	
Prefer not to say	

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors should describe and offer evidence of their ability to meet each of the qualifications listed below.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company’s mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

1. Provide a brief narrative of your firm including the products/services you offer, firm history, scope of present customer base, number of employees, numbers of years in business, etc.
2. Provide information (bio, background, etc.) on the account representative(s) that would service the University account. Describe the company structure in which the account representative(s) work and how it operates to service the University’s needs. Provide an organizational chart of your company including individuals other than Account Executive who will be responsible for the University’s account and provision of related services as requested.
3. Describe the physical location of your office and the facility that will service the University’s needs. What is the physical address of your main facility and approximate distance from University of Kentucky campus? Does your company have multiple or split locations? If so, provide address and individual services conducted at each.

4. Provide certified, audited financial statements including a full set of notes as follows:
 - a. For the past three (3) fiscal years, include at a minimum, income statements, balance sheets, and statements of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible for the reasons why, if they are not available.
 - b. For a private held company, when certified audited financial statements are not prepared; a written statement from the company's certified public accountant, stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions.
 - c. The company's most recent debt rating from Standard & Poors, Moody's or Dunn & Bradstreet.

Failure to provide the above financial information may result in rejection of proposal submission.

5. If the Offeror has had a contract terminated for default in the last five (5) years, describe such incident. Submit full details for the default, including the other parties' name, address, and phone number. Present the Offeror's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five years, so indicate.
7. Describe other qualifications your firm offers that may be beneficial to the University for evaluation purposes of this RFP.

4.6 **Criteria 2 – Services Defined**

Describe in detail how offeror would successfully meet the following requirements:

1. **Administration / Team Structure**

- a. **Account Co-coordinator:** Offeror agrees to provide a dedicated account liaison responsible for coordination of all aspects of claim service delivery. Provide the name, position, background and location of the candidate. Include the names of the three largest accounts currently managed. Provide information on how this person will be backed up.
- b. **Stewardship Report:** Offeror agrees to present an annual claim Stewardship Report.
- c. **Claim Service Disruption:** Offeror will inform UK in advance of potential disruption in claim service due to personnel changes, office re-location, service territory reconfiguration, system upgrades, or changes in designated sub-contractors. Successful Offeror has disaster recovery and business interruption plans available for UK to review.
- d. **Technical Team Personnel Changes:** Offeror agrees to notify UK in advance wherever possible, of any necessary changes in technical personnel handling UK's claims. UK will have the opportunity to participate in the selection of replacement or additional technical personnel assigned to the account.
- e. **Supervisor To Technician Ratio:** Offeror will supply its standards for supervisor to technician ratio for Liability claim units.

- f. **Technical and Supervisory Churn:** Offeror will supply average annual technical and supervisory personnel turnover for the past 5 years.
- g. **Technical Personnel Licensing:** Offeror warrants that all claim technicians are licensed or credentialed as required by applicable state law.
- h. **Dedicated Claim Teams:** If supported by claim volume and caseload, offeror agrees to provide a dedicated service unit. Where not supported, all UK claims will be directed to one designated claim unit.
- i. **Claim Case Loads:** Offeror will supply its standards for average and maximum caseloads, as well as actual caseloads as of 12/31/22, for Auto & General Liability PD / BI.
- j. **Claim Organization Hierarchy:** Include in response to this RFP a complete Organizational Chart for offeror's claim and ancillary services.
- k. **Claim Technician Support:** Specify the types of consulting support services available to claim technicians locally and at regional or national levels. Include: Fraud Investigation, Claim / Litigation Counsel, Structured Settlements.
- l. **Service Transition Plan:** Include in response to this RFP, a sample service transition and implementation plan with timelines and critical dates. Assume inception date of 07/01/23.
- m. **Service Requirements:** All aspects of claims handling will reflect current "Best Practices" tailored to UK's requirements and directives. The level of claims service required shall support UK's business goal of excellent customer satisfaction.

2. Quality Management

- a. **Quality Management Program:** Offeror has a formal quality management program with clear standards and measures. Include a program description or copy in response to this RFP.
- b. **Quality Management Staff:** Offeror employs a professional staff dedicated to quality management and process improvement. Provide bios for adjusters who will handle the account.
- c. **Client Reporting:** Offeror agrees to conduct and provide UK with results of internally conducted client specific team performance and quality analysis annually.
- d. **Staff Training / Remedial Action:** Offeror identifies staff training needs through quality reviews and audits. Offeror agrees to implement training or other remedial action within 30 days of identification of need.

3. General Claims Administration

- a. **Best Practices - Offeror:** Include in response to the RFP copies of your Best Practices for Auto Physical Damage, and Auto / General Liability Claims.

- b. **Best Practices - UK:** Offeror's online claim system includes automatic flags alerting adjusters to UK's claim handling procedures. Describe Offeror's automated flag system, and other means of enforcing compliance with special handling procedures.
 - c. **Custom Service Requirements:** Some UK business units may have unique service requirements. Can Offeror address such variances to avoid confusion and noncompliance. Describe proposed process.
 - d. **Claim Reporting:** Offeror should provide information on currently available claim reporting options and flexibility.
 - e. **Single Office For State:** UK may require that all liability claims be handled in a single claim office. Will offeror meet this requirement? Explain any exceptions.
 - f. **Initial Claim Set Up:** Offeror agrees to set up claims within one business day of receipt. Claim technicians will receive the assignment within the first business day after offeror receipt of the claim.
 - g. **Claim Acknowledgements:** Offeror agrees to provide acknowledgements in Auto Physical Damage and Auto / General Liability Claims as requested in the attached sample claim handling requirements.
 - h. **Claim Diary System:** Offeror has an online automated claim diary system available to claim technicians, supervisors, and clients with claim system online access. Diary system use is mandated for technicians and supervisory personnel. Include required diary intervals in response to the RFP.
 - i. **Directional Supervision:** UK supports directional supervision in all Auto and General Liability claims at regular intervals. Include a description of your supervisory practice standards.
 - j. **Claim File Access:** To the extent permitted by law, offeror agrees to allow UK and defense counsel full access to UK's Auto and General Liability claim files for claim review and audit purposes. Access includes both online and hard copy claim files and encompasses, investigation materials, medical information, claim notes, and claim financial information.
 - k. **Claim Data Accuracy:** Offeror should describe its internal process for the collection of claim data, data quality control, requirements for key field updates and performance measures related to client data integrity and accuracy. Offeror accepts responsibility for claim data accuracy and agrees to continual data updates and correction at no additional cost to UK.
4. **Motor Vehicle Records**
- a. **Account Co-coordinator:** Offeror agrees to provide a dedicated account liaison responsible for coordination of all aspects of claim service delivery. Provide the name, position, background and location of the candidate. Include the names of the three largest accounts currently managed. Provide information on how this person will be backed up.
 - b. **Stewardship Report:** Offeror agrees to present an annual claim Stewardship Report.

- c. **Claim Service Disruption:** Offeror will inform UK in advance of potential disruption in claim service due to personnel changes, office re-location, service territory reconfiguration, system upgrades, or changes in designated sub-contractors. Offeror has disaster recovery and business interruption plans available for UK to review.
- d. **Technical Team Personnel Changes:** Offeror agrees to notify UK in advance wherever possible, of any necessary changes in technical personnel handling UK's claims. UK will have the opportunity to participate in the selection of replacement or additional technical personnel assigned to the account.
- e. **Technical and Supervisory Churn:** Offeror will supply average annual technical and supervisory personnel turnover for the past 5 years.
- f. **MVR Organization Hierarchy:** Include in response to this RFP a complete Organizational Chart for offeror's claim and ancillary services.
- g. **Service Transition Plan:** Include in response to this RFP, a sample service transition and implementation plan with timelines and critical dates. Assume inception date of 07/01/23.
- h. **Service Requirements:** All aspects of MVR handling will reflect current "Best Practices" tailored to UK's requirements and directives. The level of claims service required shall support UK's business goal of excellent customer satisfaction.
- i. **Single Sign-On:** The desired solution will have the ability to integrate via single sign-on, allowing UK users to log to the system with university credentials. The data should be available for authorized University users to review online.

5. **Liability and Auto Physical Damage Claim Management**

- a. **Coverage Issues:** Coverage issues will be directed to a single designated resource responsible for coverage analysis and consultation with UK. Coverage positions, whether disclaimers or reservations of rights will be issued by the claim technician only after approval from the designated resource. Coverage issues will be addressed within 30 days from claim receipt whenever possible. Will offeror consider an agreed "Mutual Reservation of Rights" as to certain continually raised coverage issues?
- b. **Claim Responsibility:** Offeror agrees that claim technicians retain full responsibility for all aspects of claim handling including the co-coordinated and judicious, cost-effective use of additional resources.
- c. **Claim Models:** Provide detailed claims handling models for Auto Physical Damage and Auto / General Liability claims. Models shall outline claim flow and hand off from inception to closure and identify what elements of claim handling are performed by the claim technician and what elements are assigned to other personnel, whether in house or outsourced. Models shall define any categories of PD or BI claims
- d. **Claim Category Definitions:** Attach complete definitions of your claim categories including the following: Auto Physical Damage, Auto BI & PD, GL BI & PD, any other categories not previously listed.

- e. **Reserve Practice:** Offeror has a formal reserve philosophy and reserve process / methodology. Include the philosophy and practice including use of formula reserving, reserve management tools, reserve analysis software, online or hard copy reserve worksheets, and requirements for periodic technician and supervisory review. Include a complete description of the actuarial reserve process including criteria which require an actuarial reserve. Describe how reserve accuracy is measured.
- f. **Hearings & Settlement Conferences:** Claim technicians appear at Auto and General Liability Mandatory Settlement Conferences, Mediations, etc. If not, identify who does appear and how interface with the claim technicians is managed. Additional cost to UK shall be included in the "Pricing" section of the RFP response.
- g. **Excess Carrier Interaction:** Will offeror agree to report claims to UK's lead umbrella / excess carrier? Offeror agrees to alert UK of claims with excess potential as identified in the sample Claim Handling Requirements. Offeror agrees to co-operate with UK's umbrella / excess carriers and to respond within 30 days to excess carrier inquiries. TPA agrees to seek reimbursement of any monies due from the excess carrier.
- h. **Fraud Specialty Unit:** Offeror has an established expertly staffed Fraud investigation unit. Discuss staffing, investigator profiles, referral process and handling. Include Fraud unit communication with client and results reporting.
- i. **Allocated Expenses:** Define allocated and unallocated expenses. Provide information regarding allocated expenses as a percentage of paid for Auto and General Liability.

6. Litigation Management

- a. **Selection and Direction of Counsel:** Offeror agrees that UK retains the right of counsel selection in Auto and General Liability claims and lawsuits. Offeror agrees that UK retains the right of direction of counsel and the right to make settlement decisions in Auto and General Liability lawsuits, particularly those which may affect UK's business practice.
- b. **In House / Panel Counsel:** Include in response to the RFP information regarding availability, location, and experience of offerors in house Litigation Attorneys. Offeror will supply panel counsel lists, by claim office and jurisdiction, if requested. Offeror agrees to work with UK to establish acceptable negotiated fee schedules with any law firms retained to represent UK.
- c. **Counsel Fee Arrangements:** Identify any creative fee arrangements with panel counsel such as: flat fees, blended hourly rates, etc.

7. Banking and Invoicing Arrangements

- a. **Loss Fund:** Describe requirements for loss fund accounts, deposit and replenishment requirements, pre-funding requirements, and automated cash transfer capabilities.
- b. **Account Debit Process:** How is the loss fund debited? Description should include information on check issuance and other methods of debiting the account. Are allocated expenses not paid by check debited from loss fund? If so, describe debit and verification process.

- c. **Claim Service Invoicing:** Provide samples of claim service invoices and sample reconciliation worksheets. What is invoice frequency and the internal audit process?
- d. **Billing Flexibility:** UK may require separate invoicing for their different entities. Please describe your ability to meet this potential requirement.
- e. **On-line Billing:** Describe offeror's ability to provide on-line billing / payment service.

8. **IT and RMIS Capabilities**

- a. **RMIS Coordinator:** Offeror will designate a senior RMIS coordinator to interface with UK on all RMIS issues including data feeds, hierarchy & coding.
- b. **Data Exchange:** Offeror has the ability to provide file transfer protocol (FTP) data transfer via internet at least on a monthly basis. If not describe data transfer capabilities and process.
- c. **Data Field Flexibility / Restrictions:** Describe the flexibility of alpha and / or numeric data fields as well as text narrative fields. Include any restrictions on the number of characters available or restrictions for combining alpha and numeric characters in any data field. Provide prints of your claim system data screens.
- d. **Data Security:** Offeror employs security measures to protect client data in its various systems and during the transfer process. Provide a description of data security measures.
- e. **System Back Up & Disaster Recovery:** Offeror has a formal back up process and a disaster recovery plan. Provide details.
- f. **On Line Claim System:** Offeror's on line claim system is available to UK. Provide information on system requirements, access options, access speeds and charges, data content, whether data is real time or delayed. Describe data reporting capabilities, download options and availability of an e-mail platform linked directly to claim technicians and unit supervisors. Include fees and charges in the "Pricing" section of the RFP response.
- g. **System Edit Access:** Offeror allows client edit or data correction access to online claims system for non-financial fields. Identify accessible and blocked fields.
- h. **System Flexibility:** Provide information on the ability to customize certain fields and format information. Fees and costs shall be included in the "Pricing" section of the RFP response.
- i. **System Training:** Offeror agrees to provide necessary training to UK personnel. Provide information on training locations and onsite training at UK locations. Include availability of technical and on-line user manuals. Include any fees and costs in the "Pricing" section of the RFP response.
- j. **System Troubleshooting:** Offeror agrees to provide UK with toll free telephone access to Offeror's helpdesk for technical assistance. Provide information on Help Desk availability, response time, average problem solve times for typical user issues.
- k. **Data Field Flags:** Identify all data fields designated as mandatory? Are key fields flagged to prompt for technician updates? Are fields linked to identify potential data conflict or

exceptions? Describe any "decision trees," system flags and mandatory data fields. Include a description of data accuracy controls.

- l. **Document Scanning:** Are claim related documents scanned and attached to the online file? Are hard copies filed or destroyed? Describe document scanning capability and current utilization.
- m. **Data Retention:** Describe online data retention limitations, policies, time frames and archiving.

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

1. Offeror shall supply names, addresses and telephone numbers of three business references for which work has been accomplished and briefly describe the type of service provided. Provision of the required references shall constitute the Offeror's consent for the University to initiate contact with the references specifically to discuss services rendered to them by the Offeror.
2. List five (5) companies with whom the Offeror currently does business that have over 5,000 employees. List any colleges, universities, and public employers with which the Offeror currently does business.
3. Also, please provide a statement that the Offeror has the resources available to assure meeting an aggressive implementation schedule and provide a detailed plan.
4. If the Offeror is awarded the contract, approximately what length of time will be required to be prepared to administer the program as of the effective date of the new plan year (July 01, 2023 - June 30, 2024)?
5. Submit a timeline responding to questions a and b, working back from a contract inception date of July 1, 2023.

4.9 **Criteria 5 – Other Additional Information**

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

1. **General Liability Claims History**

General Liability claims against the University of Kentucky for amounts over \$250 are referred to the Board of Claims as described in KRS 49 and KAR Title 802 (https://kycc.ky.gov/Newstatic_info.aspx?static_id=160&menuid=23). Claims exceeding the authority of the Board of Claims as described in KRS 49.040 would then be referred to the General Liability TPA.

General Liability Claims by fiscal year:

FY 14-15: 0
 FY 15-16: 4
 FY 16-17: 2
 FY 17-18: 2
 FY 18-19: 5
 FY 19-20: 4
 FY 20-21: 1
 FY 21-22: 2
 FY 22-23: 0 to date

All General Liability claims are closed as of 12/9/2022

Auto Liability Claims History

Claims by fiscal year:

FY 14-15: 103
 FY 15-16: 108
 FY 16-17: 100
 FY 17-18: 125
 FY 18-19: 80
 FY 19-20: 79
 FY 20-21: 63
 FY 21-22: 142 (71 of these claims were from Princeton tornado); 2 open claims as of 12/9/2022
 FY 22-23: 36 through 12/9/2022; 20 open claims as of 12/9/2022

Motor Vehicle Records

1/27/21 – 6/30/21: 570
 7/1/21 – 6/30/22: 1,929
 7/1/22 to 12/31/22: 819

A listing of University of Kentucky owned vehicles is included in Attachment A.

All General Liability and Auto tail claims will be housed with the successful offeror.

CLAIMS HANDLING INSTRUCTIONS

1. All UK drivers will complete an online Accident Reporting form and email or fax it to TPA for handling.
2. TPA will determine whether the accident results in a claim or a record only file. Record only claims will be established when there is no other party involved, when there is no recovery for damages and when UK vehicle damage is under \$500.
3. Acknowledgments will be sent to the UK department that reported the claim for all record only and liability claims. The acknowledgement will identify whether it is a claim or a record only.
4. For leased vehicles, TPA shall contact the UK department involved to determine if physical damage coverage was purchased. UK encourages this coverage be purchased on large semis or tractor-trailers or vehicles valued over \$50,000 but does not permit coverage on routine leases of passenger cars and vans.
5. Various vehicle programs exist at UK. TPA will contact appropriate UK personnel to verify applicable program and follow appropriate claims handling procedures. (Example: the Physical Plant Division requires centralized claim reporting by their departments)
6. TPA will assign an appraiser for physical or property damage of \$10,000 or more. The appraisal expenses are to be billed to the claim file.
7. Towing charges for UK vehicles are to be included as an expense to claim file.
8. TPA has \$10,000 in settlement authority. Additional authority shall be requested in writing from UK Risk Management.
9. TPA will notify UK Risk Management in writing of any reserve increase of \$10,000 or more.
10. TPA will notify UK Risk Management and Risk Management Broker of claims meeting reporting requirements as outlined in the excess carrier's SIR endorsement.

5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

Secondary Criteria

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective for three (3) years and is renewable for up to two (2) additional two-year renewal periods. Annual renewal shall be contingent upon the University's satisfaction with the services performed.

6.2 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.3 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.4 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.5 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by university employees. This clause shall be included in the contracts of all contractors with

whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.6 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

6.7 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.8 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.9 Termination for Convenience

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.10 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.11 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.12 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.13 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.14 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.15 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.16 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.17 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES	LIMITS
Workers' Compensation	Statutory Requirements (Kentucky)
Employer's Liability	\$500,000/\$500,000/\$500,000
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability covering owned, leased, or non-owned autos	\$1,000,000 each occurrence (BI & PD combined)
Professional Liability/E&O	\$1,000,000 each occurrence
Cyber Liability	\$1,000,000 each occurrence

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.18 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.19 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.20 Reports and Auditing

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

6.21 Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.22 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.23 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/brand-standards>. Non-adherence to the standards can have a

penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities' laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to university at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.24 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-40.

7.0 SCOPE OF SERVICES

Currently, the University of Kentucky pays a flat rate of \$25,000 per year for Auto / GL claims administration. This payment is made in one lump sum annually.

Expenses for specific claim files are remitted via check on a monthly basis or as needed.

7.1 Detailed Services Defined

1. UK requests a three-year claim service agreement and/or MVR service agreement with guaranteed fixed pricing for each program, with an option for two 2-year extensions. Please include this option in pricing quotations. For fee per claim pricing, clearly identify the per claim charge for each category of claim and include a clear definition of that claim category. For fee per record MVR, clearly identify the per MVR charge for each US state. For claims administration, clearly define pricing as fee per claim or fee per occurrence. Include pricing for:
 - a. Notice Only
 - b. Auto Liability Property Damage
 - c. Auto Liability Bodily Injury
 - d. Auto No Fault, Med. Pay and Personal Injury Protection (PIP)
 - e. Auto First Party Physical Damage
 - f. General/Product Liability Property Damage
 - g. General/Product Liability Bodily Injury
 - h. Run-in claims for each line of claim service
2. Offeror shall clearly define and provide hourly rates, flat fees, percentages of savings, and all available options, for any claim handling related costs outside of the per claim fee. This includes but is not limited to:
 - a. All Cost Containment Services Including Peer Reviews
 - b. Investigation Fees
 - c. Recovery / Subrogation
3. Offeror shall clearly define and quantify anticipated administrative charges, surcharges, and any other hourly charges outside claim handling charges related to this contract.
4. Risk Management Information System (RMIS) and Online Claim System Charges
 - a. Initial Pricing
 - b. Annual On-going Pricing
 - c. Any additional or supplemental fees or expenses associated with RMIS and/or Online Claim System access.

NOTE: Charges, costs and fees not specifically identified and quantified will be considered to be included in stated service pricing.

5. The University retains the right to negotiate with any selected offeror on the administrative cost, the contract language or any other element of the proposal.

8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered. Any exception to this fixed price amount should be denoted. The University would like to review offers made under the following assumptions:

1. no claims from current TPA are transferred
2. all claims with current TPA are transferred
3. only open claims with current TPA (up to 5 Auto and 5 GL) are transferred from current TPA

8.1 Mandatory Services (Section 7.1)

Please complete and attach Section 7.1 to provide support for your firm fixed price bid.

Administrative fees should be based on a flat rate per month. The University would like to see three quotes.

8.2 Price Protection

Please provide a statement regarding price protection and how future rates shall be proposed during the life of this Contract.

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

Additional Financial Commitment

In addition to the financial offers, please propose a financial commitment to assist the University. Options may include a signing bonus, scholarships, internships, commitment to hire University Graduates or a (%) percentage rebate.