



UNIVERSITY  
OF KENTUCKY

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# Purchasing Division

Request for Proposal

UK-2342-23

Proposal Due Date – 05/05/2023

Radiology Picture Archive & Communication System  
(PACS) Replacement



# UNIVERSITY OF KENTUCKY

## Purchasing Division

### REQUEST FOR PROPOSAL (RFP)

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

<b>PROPOSAL NO.:</b>	<b>UK-2342-23</b>	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>	<b>03/31/2023</b>	<b>UNIVERSITY OF KENTUCKY</b>
<b>Title:</b>	<b>Radiology Picture Archive &amp; Communication System (PACS) Replacement</b>	<b>PURCHASING DIVISION</b>
<b>Purchasing Officer:</b>	<b>Randy Bartley</b>	<b>411 S LIMESTONE</b>
<b>Phone:</b>	<b>859-257-6759</b>	<b>ROOM 322 PETERSON SERVICE BLDG.</b>
		<b>LEXINGTON, KY 40506-0005</b>

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 05/05/2023 3 P.M. LEXINGTON, KY TIME.**

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. 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.
4. 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:

1. 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);
2. 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;
3. 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;
4. 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;
5. 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;
6. 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.

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

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**Additional Documents:**

HIPAA/BAA Agreement, Appendix A

## 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

University of Kentucky on behalf of UK Healthcare (UKHC) seeks proposals from qualified offerors with expertise with Radiology Picture Archive and Communication System (PACS) for replacement of our current Radiology PACS including migration of all current studies. In addition, UKHC is looking for the offerors expertise to review opportunities to consolidate various imaging applications utilized by our Radiology department for specialized image interpretation. Section 4.6 provides additional details for intended functionality and scope.

### 2.2 Background Information

UK Healthcare Radiology department performs inpatient, outpatient, ambulatory imaging services, as well as teleradiology services to other facilities. UKHC Radiology performs about 700,000 studies and 80,000 teleradiology interpretations annually. Due to the complexity of internal and external interpretation, UKHC Radiologists follow a PACS centric workflow for non-mammography studies. UKHC has implemented Epic as the electronic health record and mammography follows a Radiant workflow. UKHC is currently implementing the Hyland Enterprise Imaging platform including the Acuo VNA which will be integral to the high availability architecture UKHC is looking to achieve.

#### **UK HealthCare Information Technology**

UK HealthCare is a complex comprehensive healthcare provider that leverages several technologies for providing essential services. To the greatest extent possible, technological solutions are developed for UK HealthCare following current standards and best practices, complementary with the UKHC technical landscape. Compatibility with the UKHC landscape is a key factor in determining a solution's technical fitness with UK HealthCare. The information below provides a high-level overview of the current UKHC technical landscape. Solutions offered will need to be assessed against specific details of the UKHC technical standards and best practices before a solution can be implemented. These details are provided to guide the high-level assessment of a solution's fitness within the UK HealthCare enterprise.

#### **UKHC Technology Landscape**

The technology landscape at UK HealthCare is comprised of several components with offerings on-premises and hosted in public cloud configurations.

- Private Data Centers
  - UK HealthCare operates two data centers that are geographically and logically separated but with connectivity between both. The data centers can also be logically combined if necessary to ensure continuity and high availability of resources in each.
- Public Cloud Services
  - UK HealthCare has contracts that allow us to operate within Amazon Web Services and Microsoft Azure.
  - Other Public Cloud Services are acceptable with appropriate contracting and security controls for protecting PHI.
- Fault-Tolerant Architecture
  - UKHC plans for applications following a fault-tolerant architecture that supports running applications in the private data centers or the public cloud services. Solutions should accommodate mechanisms for copying data to on-premises or cloud-based resources in case of an outage.

### **Analytics and Reporting**

UK HealthCare operates a Performance Analytics Center of Excellence and has several technologies for analytics, reporting, and visualization. Technologies include:

- Tableau
- PowerBI
- PureData for Analytics
- SQL Server Reporting Services
- IBM Data Governance – DataStage

### **Interoperability**

UK HealthCare utilizes several technologies and solutions for integrating data and to support interoperability. Resources include:

- A customized IBM WebSphere application for Enterprise Integration and Interoperability.
- Support for industry Integration standards:
  - o HL7 v2.x
  - o FHIR
  - o DICOM
- UKHC utilizes technologies such as a vendor neutral archive and PACS systems for sharing images. If relevant, solutions that support the following standards are preferred.

### **Security**

UK HealthCare employs several strategies and technologies for securing sensitive data and to ensure proper access to information. Solutions that comply with the following capabilities are preferred.

- Identity and Access Management
  - o Active Directory Federated Services with support for multi-factor authentication (MFA). UK HealthCare currently uses Duo for MFA.
- Malicious Software Monitoring
  - o CrowdStrike
- Auditing and Reporting
  - o Log retention using Splunk
- SASE – Zero Trust Network
- Remote Vendor Access
  - o SecureLink
- Governance/Risk Management/Compliance
  - o Organizations that will manage or interact with protected health information to provide services to UK HealthCare may be subject to data usage agreements or Business Association Agreements.

### **Technology Standards**

UK HealthCare leverages several technology platforms, including application servers, database servers, and middleware. For these platforms, the following operating systems and services are preferred.

- Server Operating Systems
  - o Microsoft Windows Servers
  - o Linux RedHat
- Patch Management is required
  - o UKHC currently uses Ivanti tools for patch management
- Database Standards
  - o Microsoft SQL Server
  - o PureData for Analytics



- Networking services are provided by the University of Kentucky. Solutions will need to coordinate with requirements from the UK Information Technology Services (ITS) department outside of UK HealthCare for additional requirements. In general, solutions should comply with the following networking standards:
  - SASE/Zero-Trust Network configuration.
- Storage
  - Need standards for storage.
- Virtual Presentation
  - Citrix

### **Major Platforms for Integration**

UK HealthCare prefers solutions that are compatible with our major applications and platforms. The following applications are currently in place within UK HealthCare.

- Electronic Health Record - Epic
- Enterprise Resource Planning (ERP) – SAP
- Workflow and Service Management – Service Now – Now Platform
- Document Management – Hyland OnBase
- Vendor Neutral Archive – Hyland Acuo
- Image Sharing – PowerShare
- Lab Automation – Roche Data Innovations

### **Additional Considerations**

UK HealthCare may also extend services to other organizations through Epic Community Connect offerings or mergers/partnerships. Responses to the RFP should contemplate these types of use cases as a solution is presented. Details about licensing, fees, and requirements for extending this solution should be part of the offering.

## **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's research enterprise attracted \$285 million in research grants and contracts from out-of-state sources, which generated a \$580 million impact on the Kentucky economy. Included in this portfolio is \$153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK's research enterprise 44th among public institutions.

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 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 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 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. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

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.

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	03/31/2023
Pre-Proposal Conference (Optional)	04/12/2023
Deadline for Written Questions	12 p.m. Eastern Time on 04/13/2023
RFP Proposals Due	3 p.m. Eastern Time on 05/05/2023

\*Note: These are **projected dates**, and the RFP review may fall outside of the dates specified. Questions must be submitted by the deadline date and time.

#### 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:

Mr. Randy Bartley  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-6759  
Fax: (859) 257-1951  
E-mail: [Randy.Bartley@email.uky.edu](mailto:Randy.Bartley@email.uky.edu)

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

#### 3.3 Pre-Proposal Conference

A pre-proposal conference will be held virtually through Microsoft Teams on April 12, 2023, from 12:00 p.m. to 1:00 p.m. Eastern Time, to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

**Microsoft Teams meeting**

[Click here to join the meeting](#)

Meeting ID: 222 780 513 173

Passcode: XPsQf7

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)** [+1 859-469-6517,,797412223#](#) United States, Lexington Phone Conference ID: 797 412 223# [Find a local number](#) | [Reset PIN](#) [Learn More](#) | [Meeting options](#)

The following items should be noted in reference to the pre-proposal conference:

- Attendance at the pre-proposal conference is optional. At this conference, the scope of services will be discussed in detail.
- Offerors are encouraged to submit any remaining questions via email after the conference by the date and time listed in Section 3.1.

The University will prepare written responses to all written questions submitted and make them available to all offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

**3.4 Offeror Presentations**

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

**3.5 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>.

**3.6 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.

### **3.7 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.

### **3.8 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.

### **3.9 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.

### **3.10 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.

### **3.11 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.

### **3.12 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.

### **3.13 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.

### **3.14 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.

**3.15 Disposition of Proposals**

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

**3.16 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.

**3.17 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.

**3.18 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.

**3.19 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.

**3.20 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.

**3.21 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.

<b>Diverse Business Description</b>	<b>Check All That Apply</b>
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. Responsible Offerors shall have rendered services of similar scope and volume to other clients. Identify the number of client facilities currently using the proposed system. Offeror shall supply names, addresses and telephone numbers of at least five (5) business references for whom similar work has been accomplished within the past three years and briefly describe the type of service provided. The references should include Academic Medical Centers of similar size, complexity and scope to UK HealthCare (<https://ukhealthcare.uky.edu/about>). By submission of a Proposal, Offeror grants permission to the University to contact references.
2. Indicate if your company has had a contract terminated for default during the past five (5) years. All such incidents must be described in detail, including the other party’s name, address, and telephone number and present your company position on the matter.
3. Provide a brief narrative describing the history of your firm. Identify the number of years in the industry, the number of employees in your firm, the Ownership and if the company has ever filed for bankruptcy, been in loan default, or if there are pending liens, claims or lawsuits against the firm. If so, please describe.
4. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationship of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management.

5. Provide a company prospectus and/or the last two company annual reports.
6. Explain the consequences for the University should the Offeror's company be sold or go out of business.
7. Provide resumes for key personnel who will be assigned to this project.
8. Identify any subcontractors/business partners which would be used by your firm and describe their role and relationship to your firm. Describe exactly which portions of the requested work would be completed by which subcontractor. Also indicate if the resources include any off-shore personnel with their location and expected involvement. Note that UKHC data cannot be transferred, store or accessed at offshore locations outside the United States.
9. Describe the firm's quality assurance methodology, approach to total quality management, customer service, and a performance improvement program.
10. Describe why your company should be selected over other competitors.

#### **4.6 Criteria 2 – Services Defined**

1. Respond to all subsections within this section and include the section heading and text in your response.
2. In the self-evaluation and where applicable to the requirement, include a cross reference to the section of the response that documents the architectural component(s) of the solution used to meet the requirement. This is intended to qualify the understanding of the requirement and the appropriateness of the solution component used to meet the intent of the requirement.
3. The offer's response is expected to include pricing for hardware, software, licensing, and implementation services. UKHC expects to contract with a primary Contractor and work with the contractor when adding components to the implemented solution over time. If the offeror intends to use products or services from other vendors, please so indicate within your response.
4. UKHC expects to provide their own project managers, solution architects, integration architects, integration analysts and business analysts as part of the project team that implements the solution. The successful contractor will be expected to provide product training and implementation services with resources that will work alongside UKHC resources on site while implementing key solution components.

##### **4.6.1 Overall Architecture**

###### **Section Description: Short Answer**

###### **Subsection Title: Free Response**

- 1.1 OA-1 Are you able to integrate to other PACs to include relevant priors not stored in the location with the current study?
- 1.2 OA-2 Please describe your purge capabilities.
- 1.3 OA-3 This solution is required to synchronize to an on-premise VNA. Describe how your solution supports synchronization.
- 1.4 OA-4 Are there any DICOM standards that you currently do not meet?

- 1.5 OA-5 What is the expected latency for images to be available for interpretation?
- 1.6 OA-6 Does it differ based on modality?
- 1.7 OA-7 Describe how your solution leverages modern technologies and designs over traditional PACS architecture.
- 1.8 OA-8 How do you leverage cloud-native services to ensure performance?
- 1.9 OA-9 Describe your integration capabilities. Do you support FHIR, APIs, HL7, etc.? What else?
- 1.10 OA-10 Describe the architecture of your solution. Include components that are on-premises and cloud-hosted.
- 1.11 OA-11 For cloud-hosted components, can they be hosted within the UKHC Azure subscription or infrastructure.
- 1.12 OA-12 Describe how images and metadata can be leveraged in external reporting, analytics, or cognitive computing services. For example, can data be used in Tableau reports or for connected AI processing tools?
- 1.13 OA-13 Describe your AI and Cognitive Computing Strategy.
- 1.14 OA-14 What are the workstation requirements for radiology users?
- 1.15 OA-15 Where is data stored? From where can it be accessed?
- 1.16 OA-16 What is your strategy for ensuring performance?
- 1.17 OA-17 Are you single- or multi-tenant?
- 1.18 OA-18 Please provide the name of your hosting partner.
- 1.19 OA-19 Is your primary datacenter in the US and where is it located?
- 1.20 OA-20 Is your secondary datacenter in the US and is it geographically separate from the primary datacenter? Where is it located?
- 1.21 OA-21 Describe your patching and backup processes.
- 1.22 OA-22 Does the solution support TLS (Transport Layer Security) v1.2 data transport encryption? Provide details.
- 1.23 OA-23 Does the solution's stored data support encryption at rest to meet AES-256 (DEK)? Provide details.
- 1.24 OA-24 Please provide evidence of the following: ISO2001 certification, SOC2 certification, PenTest
- 1.25 OA-25 Please provide a copy of your Information Security Policies and Procedures table of contents.
- 1.26 OA-26 Is the application able to integrate with UK's LDAP/SSO?
- 1.27 OA-27 How often are application releases issued?
- 1.28 OA-28 Are your employees required to take training on Information Security concerns?
- 1.29 OA-29 Do you conduct disaster recovery tests? Please describe.
- 1.30 OA-30 Is the application hosted on a single tenant or multi-tenant?
- 1.35 OA-35 Do you provide a dashboard on performance metrics?
- 1.36 OA-36 Describe your standard process for migrating images from an existing PACs?
- 1.37 OA-37 How do you handle images with "dirty" meta data?
- 1.38 OA-38 If applicable, please describe any capabilities your PACS solution provides that eliminates the need for a third party VNA. Describe the advantages of your solution over a traditionally separate PACS & VNA architecture.

#### 4.6.2 Requirements for Image Manipulation

**Section Description: Yes/No response**

**Subsection Description: Please confirm your system provides/supports the below functionality. Answer Yes or No, with additional comments only if needed or requested. If No but Planned, state the expected product release date.**

- 2.1. RIM-1 Selectable display layouts on laptop, desktop or reading room workstation: 1 horizontal, 2 horizontal, 1 portrait, 2 horizontal with 2 portrait, 2 horizontal with 4 portrait, 1 horizontal with 2 portrait.
- 2.2. RIM-2 Image pan.

- 2.3. RIM-3 Window-width and -level controls ("window/level").
- 2.4. RIM-4 Magnifying glass.
- 2.5. RIM-5 Auto Window Level within an ROI.
- 2.6. RIM-6 Flip image across vertical and/or horizontal axes.
- 2.7. RIM-7 Image rotate CW or CCW.
- 2.8. RIM-8 Text/arrow/circle/oval annotation.
- 2.9. RIM-9 Edge enhancement; state user controls if any.
- 2.10. RIM-10 Black-white inversion.
- 2.11. RIM-11 Distance between two points.
- 2.12. RIM-12 Distance ratio/% between a pair of distances
- 2.13. RIM-13 Angle between three points or two lines/planes.
- 2.14. RIM-14 Automatic image/study measurement calibration.
- 2.15. RIM-15 Variable image zoom/unzoom by mouse drag, and not exclusively by fixed multipliers.
- 2.16. RIM-16 Cine play image series with auto-play upon study opening.
- 2.17. RIM-17 Linking of axial slices on current and prior exams with auto-adjustment to accommodate differing slice thicknesses.
- 2.18. RIM-18 Ability to scroll through a stack forward and backward beginning with the first slice (image #1).
- 2.19. RIM-19 Play/stop/rewind/fast forward video controls for video review.
- 2.20. RIM-20 Point pixel value (e.g., Hounsfield units) display.
- 2.21. RIM-21 Average pixel value display within a circle or oval.
- 2.22. RIM-22 Average pixel value display within a user defined freehand geometric shape.
- 2.23. RIM-23 DICOM Key Image save.
- 2.24. RIM-24 Display of DICOM structured reports.
- 2.25. RIM-25 Identification and display of selected DICOM Key Objects.
- 2.26. RIM-26 Display of non-DICOM PDF, JPG, PNG, MPEG, TIFF, AVI, and DOC data formats. If any of these data types cannot currently be displayed by in your viewer, please list those which can and those which cannot be displayed.
- 2.27. RIM-27 Ability to reconstruct images into multi-planar reformats (MPR): a) in oblique planes, and b) with a user defined slab thickness.
- 2.28. RIM-28 Support for "multi-planar localization" or triangulation; When reviewing three orthogonal planes of a volumetric imaging dataset, provide for automatic image registration of images such that, upon selecting a cursor location over one of the three imaging planes, the other two imaging plane presentations display their projections at the same location.
- 2.29. RIM-29 Maximum intensity projection with adjustable slab thicknesses processed and displayed immediately on opening of the patient exam if defined by a display protocol. List the thicknesses (#slices) with which slices can be stacked.\*
- 2.30. RIM-30 Minimum intensity projection with adjustable slab thicknesses processed and displayed immediately on opening of the patient exam if defined by a display protocol. List the thicknesses (#slices) with which slices can be stacked for MIPs.
- 2.31. RIM-31 Vascular multiplanar reformat center line tracing with curved/native vessel view, cross sectional view, and stenosis measurements. Confirm if your stenosis of aneurysm measurements would be the luminal maximum and the orthogonal luminal minimum, or if they are two non-orthogonal distances.
- 2.32. RIM-32 Slab volume rendering with user defined window-level and clip planes.
- 2.33. RIM-33 Ability to easily switch between original axial images, MPR images, and MIP images. Describe the exact steps using your viewer.
- 2.34. RIM-34 Display with crop data from a multiplanar reformat dataset using adjustable planar coordinates.
- 2.35. RIM-35 Display with cut-away data from a 3D reformat dataset using freehand mouse directed controls (e.g., bone removal).

- 2.36. RIM-36 Automatically displayed multiplanar reformat cross reference lines
- 2.37. RIM-37 Ability to display angiographic imaging studies at 60fps.
- 2.38. RIM-38 Ability to display echocardiography and obstetric fetal ultrasound imaging with "realtime" playback (display frame-rate matches acquisition frame-rate).
- 2.39. RIM-39 2D mammogram manipulation tools, including quadrant zoom, ability to display 2D mammo CAD, one button/hotkey display of CC views and one button/hotkey display of MLO views.
- 2.40. RIM-40 Breast tomosynthesis with image data originating from multiple modality vendors including GE and Hologic. Confirm your tomosynthesis system includes a slider bar to navigate the dataset.
- 2.41. RIM-41 Overlay and coregister ("fuse") multiple modality datasets, such as PET-CT, SPECT-CT, PET-MRI. Please describe if these fused datasets can be reviewed in orthogonal and also oblique planes.
- 2.42. RIM-42 Quantitate SUVmax, SUVmean within a user-drawn ROI, SUL peak (greatest mean voxel within 1cm cubed volume) within a tumor.
- 2.43. RIM-43 Support full use of an 11-button mouse, allowing different viewer functions assigned to each button.
- 2.44. RIM-44 The ability to save image size/zoom-factor and placement, and window/level setting, all as a single presentation state.
- 2.45. RIM-45 Customer-defined, group level keyboard hotkeys for MS Windows, including for basic tools (e.g., pan, zoom, measure, toggle gray scale presentation state annotations on/off, etc) and for more complex commands (e.g., volume rendering projection change from anterior to cranial). Describe how your system handles scripting language applications like Auto Hot Key.
- 2.46. RIM-46 Ability to present the result/report of any prior studies for comparison (presume an Epic results interface).
- 2.47. RIM-47 Browse to next study
- 2.48. RIM-48 Browse to next volume/series/sequence within a study

### 4.6.3 Advanced Imaging Manipulation

#### Subsection Title: Multiple Choice

**Subsection Description: (0=we do not provide this functionality. 1=Functionality in development or being tested; not yet piloted or in proof of concept. 2=Piloted or proof of concept functionality. 3=Proven functionality in place in production at a customer site. 4=Vendor believes they are best in class or have a strategic advantage (please describe why))**

- 3.1. AIM-1 Ability for radiologist users to save a new set of coronal/sagittal images as an additional series that can later be incorporated by technologists into the original study.\*
- 3.2. AIM-2 Tracking/Bookmarking of lesions to permit easy follow-up viewing. Example: a user identifies several lung/liver lesions by clicking the lesions on the image and associating measurements to the lesion, creating a bookmark. On follow up imaging, the same lesion is selected and the CURRENT exam can jump to the appropriate lesion location for comparison. Describe this workflow in your system for use on the current study, and what steps are necessary to use the bookmarks as comparisons on subsequent studies that patient will undergo.\*
- 3.3. AIM-3 Magnify tool that zooms into the cursor location, rather than simply to the center of the image.\*
- 3.4. AIM-4 Post process quantitative data from nuclear medicine studies, such as re-drawing ROI around renal collecting system to re-compute differential function, time-activity curves, and/or diuretic t1/2.\*
- 3.5. AIM-5 Automatic edge segmentation to yield metabolic tumor volume (MTV), total lesion glycolysis. Note that these should require manual or interfaced input of patient bodyweight, uptake time, and injected dose.\*

- 3.6. AIM-6 A mechanism to clear all user created image overlays, window/levels, and multi-planar reformats in two clicks or less, returning the view to the original presentation state (a reset, or refresh button).\*
- 3.7. AIM-7 Support for spine labeling of transitional T13 and L6.\*
- 3.8. AIM-8 Support for spine labeling according to user preference, may be on a single slice, on all slices of a stack, or some user defined number (e.g., "2 before and 2 after the active slice", for a total of 5 slices).\*
- 3.9. AIM-9 Display the results of a calcium scoring, with comparisons against national databases.\*
- 3.10. AIM-10 Calculate an ejection fraction on a gated cardiac CT.\*
- 3.11. AIM-11 Perform CT colonography fly-throughs.\*
- 3.12. AIM-12 Display brain perfusion MRI.\*
- 3.13. AIM-13 Display brain perfusion CT.\*
- 3.14. AIM-14 Brain diffusion tensor analysis.\*
- 3.15. AIM-15 Create a mesh file for 3D printing.\*
- 3.16. AIM-16 Display breast MRI color-coded kinetic information display.\*
- 3.17. AIM-17 Automatic registration of cross sectional images. Describe your available methods of registration (rigid/inelastic versus flexible/elastic).\*
- 3.18. AIM-18 The ability to reset and manually adjust registration of cross sectional images.\*
- 3.19. AIM-19 Support for automated volumetric lesion size measurement. Describe how the volumetric measurements are calculated can be revised/corrected by a user.\*
- 3.20. AIM-20 Display "optimized" window/level for brightness, contrast, and resolution based on a user-defined area of an image.\*
- 3.21. AIM-21 PET/CT SUV calculations. State what data elements may be required for this calculation.\*
- 3.22. AIM-22 Fit image width/height\*
- 3.23. AIM-23 A workflow to search for and open viewer images on a separate patient (such as in a smaller pop-up window) without changing the active viewer patient, viewer exam, or the Epic active patient. If you cannot do this, describe how given Epic or PACS driven workflow how a similar efficient workflow might be accommodated.\*
- 3.24. AIM-24 Extraction of various body parts from an image, such as airways, liver, colon, brain or spine. Briefly describe how you accomplish these extractions.\*
- 3.25. AIM-25 Support for multimasking and overlapping segmentation for 3D post processing
- 3.26. AIM-26 Support for organ segmentation including pixel and volume analysis

#### 4.6.4 Integrations/Partnerships/Compatibility

##### Section Description: Short Answer

##### Subsection Title: Free Response

- 4.1. IPC-1 Confirm viewer is compatible with Edge, Chrome, Safari, and Firefox.\*
- 4.2. IPC-2 Confirm that your viewer can function on virtual workstation environment (for example Citrix).\*
- 4.3. IPC-3 Describe your proposed architecture incorporating Hyland VNA.\*
- 4.4. IPC-4 Confirm that your proposed system will fully support an Epic-driven or PACS driven radiologist workflow.\*
- 4.5. IPC-5 State whether your desktop integration can be configured to be bi-directional (your system can open a selected Epic patient in chart review or patient snapshot report), or exclusively unidirectional (Epic drives the workflow or PACS).\*
- 4.6. IPC-6 Describe how you anticipate sharing radiologist-directed image data (e.g., cropped/copy-pasted images, thumbnails, entire series) from your system into Epic.\*



- 4.7. IPC-7 Confirm that your system operates correctly with Microsoft office and teams installed on the same workstation.\*
- 4.8. IPC-8 Describe your ability to support a radiologist workstation desktop integration API for other third party or home grown applications.\*
- 4.9. IPC-9 Describe any collaborations with hand gesture, voice control/microphone, ergonomic mouse, foot pedal or other user image manipulation hardware companies for ergonomic radiologist work.\*
- 4.10. IPC-10 Confirm that your system can launch into (pass control to) other thick client viewers at the study level or patient level, including GE Viewpoint, TeraRecon iNtuition or Philips Xcelera. Describe how this is accomplished.\*
- 4.11. IPC-11 Confirm that your system can launch specific bookmarked websites from your viewer. Describe how this is accomplished.\*
- 4.12. IPC-12 For DICOM and non-DICOM images that currently reside outside radiology PACS or the VNA (e.g., other departmental PACS systems), describe the options available in your system to display those images (e.g., DICOM query spanning).
- 4.13. IPC-13 Single sign-on using Microsoft Active Directory/LDAP with PACS or Epic-driven workflow: Describe how your proposed system would be configured to minimize the need for multiple/repeated user authentications. Specifically, describe the user steps for launching the EHR and the subsequent launching of your viewer and/or the appropriate viewer for the selected imaging study.\*
- 4.14. IPC-14 Describe in detail PACS driven worklist options and filters for creating radiologist and technologists worklists
- 4.15. IPC-15 Describe worklist escalation features to prioritize unread studies, stat studies, or other flagged studies such as via AI integrations

#### 4.6.5 Radiology Department Features

##### **Subsection Title: Multiple Choice**

**Subsection Description: (0=we do not provide this functionality. 1=Functionality in development or being tested; not yet piloted or in proof of concept. 2=Piloted or proof of concept functionality. 3=Proven functionality in place in production at a customer site. 4=Vendor believes they are best in class or have a strategic advantage (please describe why))**

- 5.1. RF-1 Confirm that your proposed system supports the creation of department-accessible teaching files and conference folders, as follows: Support individual user accounts to enable private radiologist use, division accounts for shared educational conferences, plus the ability to add descriptive free text and discrete codified and user defined metadata items to each case to facilitate long-term learning. If you do not offer teaching file tools and instead partner with a dedicated front end company to do so, please specify that.\*
- 5.2. RF-2 Describe your proposed system's ability to ontologically search one or more teaching files for diagnoses with appropriate modifiers/filters for modality of imaging, age of patient, etc.\*
- 5.3. RF-3 State whether your system can de-identify images/cines while sending them to the teaching file.\*
- 5.4. RF-4 Describe any features that would be particularly beneficial if used for clinical trials and/or research workflow integration.\*
- 5.5. RF-5 State whether a presentation state can be communicated between users (e.g., via email), such that the receiving user can open a hyperlink and immediately view the identical presentation as saved and sent by the forwarding user. Specify how this is accomplished (user steps). State also if it can be stored such that users months in the future can access it.\*

5.6. RF-6 Capability to fully de-identify and export DICOM studies. Please specify if this only includes DICOM metadata or if this also includes data that may be included as image pixels (for example on ultrasounds).\*

5.7. RF-7 Does your viewer have the capability to send/save a series or image, with or without DICOM identifiers, to a local drive, shared drive or email? If so, describe.\*

5.8. RF-8 List the data formats and resolutions that you can export from your system including DPI. For example, still images may be saved as .jpg/.tif; cine clips, reformats, or rotating volume renderings may be saved as .avi/.mpg/.gif, etc.\*

5.9 RF-9 Describe features to support tumor boards and multidisciplinary case conferences

5.10 RF-10 Describe features to support research reporting including RECIST and Lugano analysis and follow up

#### 4.6.6 Display Protocols & Study Timeline

##### **Subsection Title: Multiple Choice**

**Subsection Description: (0=we do not provide this functionality. 1=Functionality in development or being tested; not yet piloted or in proof of concept. 2=Piloted or proof of concept functionality. 3=Proven functionality in place in production at a customer site. 4=Vendor believes they are best in class or have a strategic advantage (please describe why))**

6.1. DP-1 Describe your system's approach to managing complex display protocols/hanging protocols while minimizing required user actions, in the setting of highly variable study series descriptors ("ax t1" vs. "axial t1" vs. "t1 axial"). Be specific about functionality of your system to tolerate minor differences in naming, case-sensitivity if any, and the ability to iteratively "learn" display protocols based on user-specific revisions in display preference.\*

6.2. DP-2 Confirm that your system has the ability to create department-wide display protocols that can only be manipulated by selected superusers.\*

6.3. DP-3 Specify and describe the criteria used for determining display protocol, such as sequence name, procedure name, body parts, presence/absence of priors, related but different modalities (displaying an MR if it exists within a date range), pixel data with specific imaging findings (for example, the system identifying a brain hemorrhage on images will launch MPR capabilities).\*

6.3. DP-3 Specify and describe the criteria used for determining display protocol, such as sequence name, procedure name, body parts, presence/absence of priors, related but different modalities (displaying an MR if it exists within a date range), pixel data with specific imaging findings (for example, the system identifying a brain hemorrhage on images will launch MPR capabilities).\*

6.5. DP-5 Describe your system's ability to provide within a display protocol pre-processed MPR/MIP/Centerlines/triangulation/coronal & sagittal reformats tools on appropriate thin-slice/volumetric data series.\*

6.6. DP-6 Presume a user wants to create a display protocol for head CTAs on eight view panes (2 x 4). Presume that the captured series include a) a standard 30 slice non-contrast head CT, b) a 500 slice head and neck thin-cut CTA series. No reformats were created by the technologist. Presume two prior head CTAs exist for the same patient. Confirm that your system can be configured on the 2 x 4 display to automatically present preprocessed 1) current MPR, 2) current 500 slice axial thin cuts, 3) current axial thin cuts reformatted by your system into coronals, 4) volume rendered images, 5 & 6) Most recent prior thin cuts and volume-rendered images, 7 & 8) Next more remote thin cuts and volume rendered images.\*

6.7. DP-7 Describe your approach to assisting hospital operations in standardizing modality series descriptors and study metadata if needed to control how studies are presented to radiologist users.\*

6.8. DP-8 Describe your system's approach to display a complex MRI study that contains a large number of series (25) in a prescribed/controlled sequence.\*

- 6.9. DP-9 Confirm your system's ability to place different modality images within viewports of a display protocol, for example a bone scan with the most recent chest abdomen pelvis CT. Describe how your system would recognize studies, include/exclude studies based on age of study, and whether to prioritize placing the bone scan over another prior imaging type.\*
- 6.10. DP-10 Describe how your viewer or display protocol designates prior studies to allow the user to easily distinguish between current vs prior study (e.g., a colored border or font change annotation).\*
- 6.11. DP-11 Describe how your viewer displays slices of interest on your tomography navigation slider/tool that identify images that a user has marked as containing a lesion.\*
- 6.12. DP-12 Confirm that your viewer can present a list of prior studies via a "timeline." Describe if this timeline is always displayed, if it opens on hovering, on hotkey, or if it must be clicked open by a user.\*
- 6.13. DP-13 From the prior studies timeline, confirm that studies can be single-clicked & dragged directly into an image window for display and manipulation.\*
- 6.14. DP-14 Describe how the prior imaging studies timeline can be filtered by users or manipulated by administrators to only include related/pertinent studies, for example by body part.\*

#### **4.6.7 Data Flow and Display Performance**

##### **Section Description: Short Answer Subsection Title: Free Response**

- 7.1. DF-1 Describe differences that users would experience between using your viewer in hospital reading rooms and using Mac or PC laptops/home desktops, for example in GUI layout or available image manipulation functionality.\*
- 7.2. DF-2 Describe the data flow within the proposed environment, including a high-level data flow diagram that incorporates UK's VNA (Hyland), Epic EHR and highlights any required data processing stages including data conversions or compression if needed.\*
- 7.3. DF-3 To what extent does your system use "server-side rendering", and what impact does that have on client workstation requirements, display performance over a wide geography and heterogeneous device types, requirements for co-location of servers and image storage, etc.?\*
- 7.4. DF-4 If your proposed solution requires its own copy of images to operate as required (local image cache), state the recommended storage capacity and storage type. In an Academic Medical System the size of UK, translate those estimates into an estimated "nn TB of Tier X storage".\*
- 7.5. DF-5 If your proposed solution requires its own copy of images (local image cache) to be sufficiently responsive in a busy radiology department, describe how data are managed and the methods that you recommend to allow for rapid display of a selected imaging study and related prior studies. Note that in UK's environment, many patient encounters are unscheduled, and in those cases we cannot rely on scheduling messages to "pre-fetch" studies on the prior day.\*
- 7.6. DF-6 When displaying a 100 image head CT study that initially exists only in the customer's image archive (VNA) and not in the viewer environment, state the typical and maximum elapsed times for display of the first full-fidelity image and the availability of the last full-fidelity image for display. Assume a robust network within the data center and a 1GB network connection to the workstation (in hospital). Respond separately regarding a 15MB network connection to the workstation (at home).\*
- 7.7. DF-7 When displaying a one hour length operative, natively non-DICOM mpeg file, describe the mechanism of transfer, frequency & length of any buffering during user playback and lag in display. Assume a robust network within the data center and a 1GB network connection to the workstation (in hospital). Respond separately regarding a 15MB network connection to the workstation (at home).\*

7.8. DF-8 Describe your system's capability or roadmap to supporting representational state transfer (REST) application programming interfaces (APIs) for DICOM and HL7, specifically Web Access to DICOM Objects (WADO-RS).\*

7.9. DF-9 List and describe all required software components/downloads to support full functionality of your diagnostic workstations. Specify operating system requirements, and whether Mac and/or PC environments are required.\*

7.10. DF-10 For "off-site" workstations that are used outside of the hospital firewall (e.g., home laptops and desktops), state the recommended method of access for most efficient use of the system (i.e., VPN, Citrix, etc.).\*

7.11. DF-11 State the maximum number of large examinations (e.g., 500-slice CT studies) that may be open simultaneously on a single workstation without impacting workstation or system performance.\*

7.12. DF-12 State whether you will provide contractual guarantees for minimum display performance, and if so, list those commitments. Be specific where performance depends on study location, preprocessing, study type, or other factors.\*

7.13. DF-13 Support of Imaging Object Change Management (IOCM) to enable automated study reconciliation with UK's VNA. List the specific Imaging Object Change Management (IOCM) "actors" that your system supports.

#### **4.6.8 Business Intelligence/Analytics**

**Section Description: Short Answer**

**Subsection Title: Free Response**

8.1. BI-1 Describe the system ability to export selected data elements (e.g., timestamps and measurements) directly into Microsoft Excel.\*

8.2. BI-2 Include a list of your standard analytics reports typically provided to customers as part of an implementation of your system.

8.3. BI-3 List the documentation and resources provided to assist with data warehouse integration, such as entity-relationship diagrams and data dictionaries.\*

8.4. BI-4 Confirm that your system can perform live and real-time transfers of data critical for study resulting (radiation doses, measurements, calculations) into Epic. Describe how this is accomplished.

8.5. BI-5 Confirm that your system can perform scheduled, and on-demand batch loading (e.g. every night at 2am pass structured user defined calculations, measurements, and timestamps) from the system into the UK's data warehouse. Describe how this is accomplished.

#### **4.6.9 Machine Learning**

**Section Description: Short Answer**

**Subsection Title: Free Response**

**Subsection**

9.1. ML-1 Describe the interface and plug-in opportunities (e.g., APIs) that your viewer supports for locally-developed algorithms/networks and integration with other vendors such as Viz.AI or AIDOC.\*

9.2. ML-2 Describe the rendering and processing hardware (GPUs, CPUs, cores, RAM, ...) that could be added to enable/support running in a protected research environment. Outline how this hardware could double as part of a training, testing, or developmental environment, or if you believe it should be standalone when used for research.\*

9.3. ML-3 Describe your process for development of new advanced viewing functionality and machine learning research. For example, how do you validate your algorithms for brain perfusion calculations, stenosis calculations, and other advanced imaging functionality.\*

9.4. ML-4 If possible, describe existing partnerships, integrations and relationships with commercially available machine learning vendors.\*

9.5. ML-5 If possible, describe existing partnerships with academic medical centers for development and translation of developed machine learning algorithms/networks. If none exist, please describe a starting point (e.g., dollars and FTE support) amenable to your company for such a partnership.\*

9.6. ML-6 Describe how radiologist engagement via ground-truth segmentation and labeling could be translated into your platform.

#### **4.6.10 Regulatory/FDA 510(k)**

**Section Description: Short Answer**

**Subsection Title: Free Response**

10.1. FDA-1 Please list all modalities for which your viewer is FDA 510(k) class 2 cleared.\*

#### **4.6.11 Interfaces and Initial Data Load**

**Section Description: Short Answer**

**Subsection Title: Free Response**

**Subsection Description:**

11.1. IF-1 Provide your IHE Conformance Statement and any results from recent North American IHE Connectathons.\*

11.2. IF-2 List and provide a brief functional description of all interfaces (HL7 or any other) that are required or recommended for Epic-driven workflow, optimal viewer performance, and other capabilities as mentioned in this RFP.\*

11.3. IF-3 List and describe the specific information (Accession number, VNA link #, etc.) that will be used and exchanged between Epic, the viewer, image archive, and other IT systems to enable image launch in the proposed Epic-driven workflow. Provide relevant API or other calling specifications as appropriate.\*

11.4. IF-4 Confirm that your viewer can support query spanning for displaying studies stored in multiple archives and describe the required user steps to list available studies or automate their inclusion in the master list.

11.5. IF-5 In an Epic-driven workflow, if Patient ID plus Accession # is passed to the proposed viewer/PACS, can the viewer query UK's VNA to determine all associated studies and display them as if they were a single study? Note that Accession #s may be associated with two or more Study Instance UIDs (SIUID).\*

#### **4.6.12 Performance, Fault Tolerance, Scalability, and Support**

**Section Description: Short Answer**

**Subsection Title: Free Response**

12.1. PS-1 Confirm that your proposal includes licensing for dual data center operation to support High Availability/Business Continuity/Disaster Recovery.\*

12.2. PS-2 Identify all single points of failure in your proposed configuration.\*

12.3. PS-3 Describe the capabilities of your proposed system solution to enable automated business continuity without service disruptions in the event of single component failure. Be specific

about any required human intervention to enable radiologists to continue delivering clinical care when a component failure is experienced.\*

12.4. PS-4 State whether your system solution supports Active/Active, Active/Passive, or Cluster strategies (provides customer flexibility in system architecture for high availability design).\*

12.5. PS-5 State the network requirements for satisfactory end-to-end performance when displaying very large imaging data sets (e.g., >2000 slices), both within-hospital and in users' homes.\*

12.6. PS-6 UK requires a system with robust and reliable end-to-end performance which is scalable to meet the needs of a growing organization (# studies/year, # images/exam, # concurrent users, etc.). Describe your performance metrics and scalability of the solution.\*

12.7. PS-7 When critical system malfunctions occur, state your typically-agreed initial response and issue resolution times and approach (Service Level Agreement). At what point are your top engineers engaged to address the issue?\*

12.8. PS-8 When performance issues arise due to growth in system demand (e.g., users or study volume), describe the strategies and approaches that you use to address that growth. Be specific in terms of how system capacity can be increased, and indicate wherever architectural limitations exist in your implementation (maximum capacity in any category).\*

12.9. PS-9 When the proposed system capacity is expanded (see prior questions) or the software is upgraded/updated, describe the impact on the end users. Specify if changes/expansions are transparent to users and under what circumstances system downtime is required.\*

12.10. PS-10 Describe the most common factors that have contributed to unplanned system downtimes at your large customer sites, and how those problems can be avoided at UK.\*

12.11. PS-11 List all database systems that are certified for use with your system and list your recommended first choice for the database to be used.\*

12.12. PS-12 Provide detailed information on any up-time guarantees and service response time guarantees typical of your installs.

#### **4.6.13 Security/Auditing**

**Section Description: Short Answer**

**Subsection Title: Free Response**

13.1. SA-1 Confirm that the proposed system supports full auditing of data access, data modification, and data movement, and describe the tools provided for customer investigation and reporting.\*

#### **4.6.14 Administration and Maintenance**

**Section Description: Short Answer**

**Subsection Title: Free Response**

14.1. AM-1 UK requires proactive monitoring of system health, plus automated system alarms when problems have occurred or future performance/capacity concerns are indicated. Describe all monitoring tools that you include as part of your proposal, and describe the alerting mechanisms that are used to inform system administrators.\*

14.2. AM-2 State whether your system supports role-based administration, such that roles for administrators, power users, and normal users can be configured by the customer. Describe the roles-based security available in the system.\*

14.3. AM-3 State whether administrative privileges are required to install or update your workstation software on a client computer (home or in-hospital workstation).\*

14.4. AM-4 UK requires flexibility in system configuration under customer control. Provide a detailed description of how you allow your customers to manage common operational changes –

new users, new display formats, access to additional data sources/archives, etc. State clearly whether any vendor services are required to accomplish any of these changes, and if yes, whether there is any cost to the customer for those services.\*

14.5. AM-5 State whether your system proposal includes web-based, customer-accessible administrative tools to monitor system load, user access, etc.\*

14.6. AM-6 Confirm that your system proposal includes the capability for customer-run queries to generate utilization reports regarding system performance, access, etc. List all standard reports that are included with the proposed system.\*

14.7. AM-7 Confirm that your system includes Remote Monitoring utilities that check for and verify system status, and can be administered by the UK IT department.\*

14.8. AM-8 System Backup & Restore - Provide an overview of the tools and steps required to backup/restore any required System Directories or Databases. State whether these steps are typically performed by the customer.\*

14.9. AM-9 Describe your system's "Patient Merge" and "Exam Merge" functionality, and highlight features that reduce the staff work-effort for this needed QC work (e.g., ease of moving images/series from Study A to Study B).\*

#### **4.6.15 System Requirements, Software Licensing, and UK's Responsibilities**

**Section Description: Short Answer**

**Subsection Title: Free Response**

15.1. RL-1 Describe any required downloaded component (ActiveX, Java, Flash, other) for your viewer.\*

15.2. RL-2 Describe how your software is licensed and specify if your proposed system limits the number of users or devices which can be connected/served concurrently.\*

15.3. RL-3 Confirm that your system is supported to run in VMware, and identify all required non-VM components.\*

15.4. RL-4 Describe UK's obligations relative to providing third-party software or licenses for each of the following:

15.5. RL-5 - Database\*

15.6. RL-6 - Data replication/mirroring between devices or data centers\*

15.7. RL-7 - HL7 brokers\*

15.8. RL-8 - Other (explain)\*

15.9. RL-9 Describe typical infrastructure requirements for an academic site installation. \*

15.10. RL-10 Describe the minimum requirements for workstation and display hardware.\*

15.11. RL-11 Describe the minimum requirements for mobile device hardware.\*

#### **4.6.16 Proof of Concept**

**Section Description: Short Answer**

**Subsection Title: Free Response**

16.1 POC-1 Describe how a proof of concept installation of your system would be available as a temporary setup at UK with 1 months' worth of complete data transferred from existing PACS including hardware required and UK personnel resources needed.

Offerors may be required to provide a POC as part of the RFP process and onsite vendor presentation.

#### **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 7.1 to include the requirements in CM-1, CM-2 & CM-3 below. All financial information must be submitted in a sealed envelope under separate cover.

##### **Cost and Maintenance Models**

##### **Section Description: Short Answer**

##### **Subsection Title: Free Response**

CM-1 Provide a quotation for your proposed solution EXCLUDING costs for the VM infrastructure and storage which will both be provided by UK.\*

CM-2 As a supplement to the quote, provide summary and detailed costs.

CM-3 State whether or not your solution could be provided as a "subscription" service, as opposed to a traditional Capital investment. If yes, please describe.\*

#### **4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule**

##### **Section Description: Short Answer**

##### **Subsection Title: Free Response**

IS-1 Describe all preparatory data loads and data migrations required before system go-live.\*

IS-2 Confirm that your system can be fully implemented without image migration from UK's VNA.\*

IS-3 Provide a brief summary about relevant corporate experience installing systems of the kind being proposed for academic medical centers such as UK.\*

IS-4 Provide a list of new customer installs completed over the last three years on the system you are proposing for UK. Specify if the install replaced an entire enterprise radiology PACS (greater than approximately 90% of the radiology studies performed by that hospital/health system) as would be the case at UK, or if a single/few hospital PACSs within a system was/were replaced or consolidated into your pre-existing install within that system.\*

IS-5 UK requires single-vendor accountability for system performance and support (avoid "finger-pointing"). If your product incorporates third party solutions or components, describe the support structure and how inter-vendor relationships will be managed, including database support.\*

IS-6 Provide a typical academic center high-level implementation timeline with key milestones.\*

IS-7 Describe your proposed implementation assistance/services that will be provided to UK during implementation and testing.\*

IS-8 Describe all implementation team roles, and provide a standard project plan for an installation similar in size and scope to UK (separate document is acceptable).\*

IS-9 Identify the required and recommended staffing/man-hours for customer, vendor, and clinical staff during all phases of the implementation.\*

IS-10 Confirm that the vendor will be responsible for providing and implementing all Software Upgrades, Updates, etc. at no additional charge to UK beyond the cost of the proposed maintenance agreement.\*

IS-11 Provide an outline of the post-implementation support model, including how support responsibilities will transition to UK.\*

IS-12 Describe typical training requirements, expectations and services to meet the needs of an academic site.\*



**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.

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.

## 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 will be determined upon offeror selection per the dates outlined in Section 3.1, based on project timeline and implementation scope.

### **6.2 Effective Date**

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

### **6.3 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.

### **6.4 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.

### **6.5 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.

### **6.6 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.

**6.7 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.

**6.8 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.

**6.9 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.

**6.10 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).

## **6.11 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.

## **6.12 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.

**6.13 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.

**6.14 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.

**6.15 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.

**6.16 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.

**6.17 Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

**6.18 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.

**6.19 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**

Workers' Compensation  
Employer's Liability  
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract  
Business Automobile Liability covering owned, leased, or non-owned autos

**LIMITS**

Statutory Requirements (Kentucky)  
\$500,000/\$500,000/\$500,000  
\$1,000,000 each occurrence  
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate  
\$1,000,000 each occurrence  
(BI & PD combined)

Additionally, based on the work performed, additional insurance coverages and limits may be required. These additional requirements will be discussed during negotiations. Possible coverages may include Cyber Liability, Commercial Crime, Excess / Umbrella Liability, Pollution Liability, Professional Liability, E&O or other coverages and limits required based on the scope of work. Offerors are encouraged to outline what coverages are available to the University in your RFP response.

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.

**6.20 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.

**6.21 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.

**6.22 Reports and Auditing**

Contractor shall provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by the Purchasing Division. The template will require basic line item order information to include, but not limited to: purchase transaction date, purchase order number, product/catalog number, description, UOM, price each, extended price, invoice number, etc. The Excel reporting template is available upon request from the Purchasing Division and is subject to change. The Excel template provided by the Purchasing Division is the only reporting format that may be used; Contractor-submitted reports based on internal reporting or templates will not be accepted. The reporting date structure shall follow the below outline and begin with the quarter in which the contract is executed. The date of the purchase order (or other transaction type that may be used with the Contractor (e.g., procurement card)) shall determine the quarter in which the transaction is to be reported.

In addition to the aforementioned quarterly reporting of goods and services, contractors are also required to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from diversity Tier 2 or subcontractors affiliated with company. Quarterly reports for Tier 2 diverse suppliers/subcontractors must accompany the standard quarterly report requirement. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the successful contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the successful contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must indicate this when submitting their standard quarterly reports.

FY Quarter 1 report for purchases dated July 1 through September 30	Quarterly report due October 20
FY Quarter 2 report for purchases dated October 1 through December 31	Quarterly report due January 20
FY Quarter 3 report for purchases dated January 1 through March 31	Quarterly report due April 20
FY Quarter 4 report for purchases dated April 1 through June 30	Quarterly report due July 20

Report headers shall also be completed with the Contractor’s name, contract number, and reporting period.

Reports can be submitted via email to [UKPurchasing@uky.edu](mailto:UKPurchasing@uky.edu) based by the deadline(s) listed herein.



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.

In the event that successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

### **6.23 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.

### **6.24 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](http://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.

### **6.25 Personal Service Contract Policies**

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

**A. Professional Service Rate Schedules:**

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at the following link: <https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html>. Access/click the dropdown menu within the web page for the rates information.

**B. Invoicing of Personal Service Contracts:**

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, “No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at: <https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>.

**6.26 Copyright Ownership and Title to Designs and Copy**

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

**6.27 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.

#### **6.28 Printing Statutes**

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

#### **6.29 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.

#### **6.30 HIPAA/BAA Agreement**

Offeror will be required to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA). University of Kentucky master HIPAA/BAA agreement, Appendix A, and will become an integral part of any agreement.

## 7.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a price for the products & services offered.

### 7.1 Mandatory Services

Please complete the following financial offer summary form. Make sure to include any additional required costs that may not be listed in this section. There shall be no hidden fees. Attach additional pages if necessary. See section 4.7 for reference.

#### 1. Implementation Services (including Project Planning)

Number of Days \_\_\_\_\_ Rate/Day \_\_\_\_\_ Total: \_\_\_\_\_

#### 2. Training

System Administrator/Technical

Number of Days \_\_\_\_\_ Rate/Day \_\_\_\_\_ Total: \_\_\_\_\_

Users

Number of Days \_\_\_\_\_ Rate/Day \_\_\_\_\_ Total: \_\_\_\_\_

#### 3. Software License (if applicable, identify costs by module and licensing options)

Total: \_\_\_\_\_

Third Party Software and Licensing, if applicable

Specify and indicate if purchase is made from the Offeror or the Third-Party Vendor.

Total: \_\_\_\_\_

#### 4. Maintenance, Support, and Enhancements

Specify by levels for all modules.

Total: \_\_\_\_\_

#### 5. Infrastructure (Cloud subscriptions, hardware, interface, licensing)

Specify the type of hardware to support the system

Total: \_\_\_\_\_

Specify and indicate if purchase is made from the Offeror or the Third-Party Vendor.

#### 6. Additional cost not listed. Please identify/list all costs.

### 7.2 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.